

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

BITMAIN TECHNOLOGIES GEORGIA)
LIMITED,)
)
Plaintiff,)
) Case No. 6:24-cv-03183-MDH
vs.)
HYLMEN LLC, and)
)
SHAWN VAUGHT,)
)
Defendants.)

DECLARATION OF MARC FEINSTEIN

I, Marc Feinstein, hereby declare as follows:

1. I am a partner of the law firm O'Melveny & Myers LLP, and counsel for Bitmain Technologies Georgia Limited ("Bitmain"), the Plaintiff in the above-referenced matter. I submit this declaration in support of Bitmain's Emergency Motion for the Appointment of a Receiver. Except for those facts that I am informed are and believe to be true, I have personal knowledge of the facts set forth in this declaration.

2. On April 7, 2023, Blockquarry Corp. f/k/a ISW Holdings, Inc. ("Blockquarry") sued Litchain Corp. and the Gaffney Board of Public Works ("Gaffney BPW") in the United States District Court for the District of South Carolina. *Blockquarry Corp. v. Litchain Corp. et al.*, Case No. 7:23-cv-01427 ("Blockquarry litigation"). Attached as **Exhibit 1** is a true and correct copy of Blockquarry's complaint against Litchain and Gaffney BPW. In the complaint, Blockquarry alleges that it executed a sublease for real property located at 154 Hyatt Street in Gaffney, Cherokee County, South Carolina. *See* Ex. 1 at para. 20.

3. On May 24, 2023, Gaffney BPW filed its response to Blockquarry's motion for a

preliminary injunction in the *Blockquarry* litigation (“Gaffney BPW’s Response”). Gaffney BPW’s Response attached an affidavit of Donnie L. Hardin (“Hardin Affidavit”), reportedly the General Manager of Gaffney BPW. Attached as **Exhibits 2 and 3**, respectively, are true and correct copies of Gaffney BPW’s Response and the Hardin Affidavit from the court file in the *Blockquarry* litigation.

4. The Hardin Affidavit states that “On or about September 23, 2021, Gaffney BPW entered into a ground lease with Litchain, pursuant to which Gaffney BPW leased property owned by it located at 150 Hyatt Street, Gaffney, South Carolina (the ‘Premises’) to Litchain for the operation of a cryptocurrency mining operation.” Ex. 3 at para. 7.

5. The Hardin Affidavit also states that “Litchain never provided Gaffney BPW with a sublease of the Premises for approval, and Gaffney BPW never approved a sublease of the Premises, including the purported sublease with Blockquarry.” *Id.* at para. 9; *see also* Ex. 1 at para. 67-78 (discussing and attaching Blockquarry’s sublease from Litchain).

6. The Hardin Affidavit further states that Gaffney BPW terminated the ground lease and padlocked the Premises after discovering the unauthorized sublease between Litchain and Blockquarry. Ex. 3 at para. 8-12.

7. The Hardin Affidavit includes an inventory of miners owned by Bitmain (“Miners”) that Bitmain identified during a December 2022 audit at the data-center facility on the BPW property in Gaffney, South Carolina. *Id.* at para. 24-25. Bitmain’s inventory identifies Miners by serial number. The Hardin Affidavit also includes inventories of miners owned by other entities, and those inventories likewise identify miners by serial number. Gaffney BPW’s Response states that, based “on a review of equipment serial numbers in the provided inventory lists,” the inventories submitted by Bitmain and other entities “do not contain any conflicting claims of

ownership.” Ex. 2 at 3.

8. Blockquarry and Gaffney BPW reportedly reached a confidential settlement agreement in the *Blockquarry* litigation. Neither Gaffney BPW nor Blockquarry permitted Bitmain to see a copy of the settlement. But on November 20, 2023, counsel for Gaffney BPW informed counsel for Bitmain via email that, “[p]er the confidentiality clause in our release and settlement agreement [with Blockquarry],” the “equipment will be disbursed by Blockquarry to Bitmain by December 19.” Attached as **Exhibit 4** is a true and correct copy of the November 20, 2023 email from Gaffney BPW’s counsel to Bitmain’s counsel identifying the December 19, 2023 deadline for Blockquarry to return the Miners to Bitmain.

9. On or before November 6, 2023, Blockquarry informed Bitmain that Blockquarry planned to move the Miners from the data-center facility in Gaffney, South Carolina to a facility in Jackson County, Missouri. Bitmain repeatedly objected to Blockquarry’s plan and demanded that Bitmain be allowed to retrieve its Miners from the South Carolina facility. Attached as **Exhibits 5 and 6** are true and correct copies of email communications between or among myself, my colleague Kaitie Farrell, Bitmain’s Missouri local counsel Nicholas Clifford, and Blockquarry’s counsel in which Bitmain objected to Blockquarry’s plan to move the Miners to Missouri. Nonetheless, it appears that the Miners were moved to Missouri at Blockquarry’s direction.

10. On December 13, 2023, Blockquarry demanded that Bitmain release all claims against Blockquarry before Blockquarry would give Bitmain the location of the Missouri facility and allow Bitmain to retrieve its Miners from the Missouri site. Attached as **Exhibit 7** is a true and correct copy of the December 13, 2023 email from counsel for Blockquarry to counsel for Bitmain attaching the proposed Release and Covenant Not to Sue that Blockquarry wanted Bitmain

to sign. Attached as **Exhibit 8** is a true and correct copy of the proposed Release and Covenant Not to Sue.

11. On December 15, 2023, Bitmain informed Blockquarry that it would not accede to Blockquarry's demand to sign the release and asked Blockquarry to immediately disclose the location of the Miners and provide access. Attached as **Exhibit 9** is a true and correct copy of the December 15, 2023 email from Bitmain's counsel to Blockquarry's counsel attaching Bitmain's response to Blockquarry's proposed Release and Covenant Not to Sue. Attached as **Exhibit 10** is a true and correct copy of Bitmain's response to Blockquarry's proposed Release and Covenant Not to Sue.

I declare under the penalty of perjury that the foregoing is true and correct. Executed on July 3, 2024, in Los Angeles, California.

A handwritten signature in blue ink that reads "Marc F. Feinstein".

Marc Feinstein

EXHIBIT 1

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF SOUTH CAROLINA
SPARTANBURG DIVISION

Blockquarry Corp. f/k/a ISW Holdings, Inc.,

Plaintiff,

v.

Litchain Corp. and Gaffney Board of Public Works,

Defendants.

Civil Action Number:

COMPLAINT FOR DECLARATORY JUDGMENT, INJUNCTION, AND DAMAGES

(Jury Trial Demanded)

Plaintiff Blockquarry Corp. f/k/a ISW Holdings, Inc. requests declaratory and injunctive relief relative to matters effecting Defendants Litchain, Inc. and Gaffney Board of Public Works and sues Defendants Litchain, Inc. for damages and alleges as follows.

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Blockquarry Corp. f/k/a ISW Holdings, Inc. (“Blockquarry”) is a corporation organized under the laws of Nevada. The company is authorized to transact business in the state of South Carolina and maintains a principal place of business in Texas.¹

2. Defendant Litchain Corp. (“Defendant”) is a corporation organized under the laws of Florida. The company is authorized to transaction business in the state of South Carolina and maintains a principal place of business in Florida.

3. Defendant Gaffney Board of Public Works (the “Utility”) is a municipal corporation organized under the laws of South Carolina. The Utility maintains a principal place

¹ During 2021, Blockquarry caused a name change to occur with the Nevada Secretary of State, changing the corporation’s name from ISW Holdings, Inc. to Blockquarry Corp.

of business in South Carolina and was founded to provide electric, water, and sewer public utility services to customers within its retail service territory.

4. This Court has subject matter jurisdiction over the instant case because all parties are diverse, including each plaintiff as to each defendant, and the amount in controversy exceeds \$75,000.00. *See* 28 U.S.C.A. § 1332.

5. The Court has personal jurisdiction over the Utility because it is a municipal corporation organized under the laws of South Carolina and because it maintains a principal place of business in South Carolina.

6. The Court has personal jurisdiction over Defendant because Defendant regularly conducts business in South Carolina by, among other ways, contracting with the Utility and, purportedly, Blockquarry for various performances due in the state of South Carolina.

7. Venue is proper in this Court because a substantial part of the events or omissions giving rise to the instant claim occurred in Cherokee County, South Carolina and a substantial part of property that is the subject of the action is situated in Cherokee County, South Carolina. *See* 28 U.S.C.A. § 1391(b)(2).

FACTUAL ALLEGATIONS

A. Bitcoin Mining, Generally

8. The acts and omissions involved in the instant case relate to Bitcoin mining.

9. Bitcoin is a digital currency that uses blockchain technology to support peer-to-peer transactions between users on a decentralized network. Bitcoin is money—that can (and does) thrive without the guarantees of a national central bank.

10. Bitcoin is relatively risk free because ownership of the currency is verified and recorded by a public digital ledger. The ledger perpetually grows as new transactions and exchanges take place.

11. Bitcoin “miners” maintain and verify the ledger for a fee that is paid in Bitcoin.

12. The ledger is maintained and verified, digitally, by mining servers owned or operated by miners. The servers are continually running complex mathematical equations required to solve for and publish new blocks of Bitcoin transactions on the ledger.

13. Operating the server equipment for Bitcoin mining requires an immense amount of electrical power. *See, generally, infra ¶ 33.* Consequently, power supply contracts are paramount considerations for Bitcoin miners.

14. It is common for development companies to prepare sites for cryptocurrency mining operations, in the same way a real estate development company may prepare unimproved land for subdivision and sale.

15. A development company may contract for the real estate, utility services (primarily electrical power), and housing for cryptocurrency mining servers, even though the mining servers may be owned by third parties. Housing in this context often refers to providing mining “pods.” *Pods* are, typically, converted shipping containers equipped with cooling, server racking, and coupling points for utility services. The mining *servers* are installed in the pods when development is complete. In this relationship, the owners of the mining servers are the miners that earn a fee for maintaining and verifying the Bitcoin ledger (not the development company).

B. Blockquarry pays Defendant \$300,000 for identifying and delivering premises for cryptocurrency mining operations on the Utility’s real property.

16. Blockquarry is a cryptocurrency mining development company, as described in ¶ 15 above. Its primary business purpose is to provide its clients with cryptocurrency mining development services in the United States.

17. During early October 2021, Blockquarry's business associates approached the company with a potential site for new cryptocurrency mining operations. The proposed site was being offered by Defendant.

18. Defendant represented it was offering to lease real property suited for cryptocurrency mining, as the site was located adjacent to a distribution-level electrical substation.

19. The site's proximity to a substation made it highly attractive to Blockquarry, given the likelihood that the substation could serve high-demand electrical processes with little need for additional or supplemental power systems upgrades.

20. On or about October 18, 2021, Blockquarry executed a written document, whereby Defendant purported to sublease real property owned by the Utility to Blockquarry, located at 154 Hyatt Street in Gaffney, Cherokee County, South Carolina (the "Premises"), for the purpose of a Bitcoin mining operation. The purported sublease is discussed in greater detail *infra* at § [H](#).

21. The Utility owns and operates a distribution-level electrical substation on or adjacent to the Premises, called the 'Suez Station.'

22. On or about October 18, 2021, Blockquarry executed a written document, whereby Defendant purported to license to Blockquarry an attractive rate offered by the Utility for electrical usage and demand consumed on the Premises.² The purported license agreement is discussed in greater detail *infra* at § [I](#).

23. Unknown to Blockquarry—at that time—Defendant had secured the following agreements relative to the Premises.

² The rate is called an 'economic development incentive rate' and is a tool for participating municipal utilities to offer incentives for new customers with high-demand profiles to enter their retail service territories.

- On or about September 8, 2021, the Utility and Defendant entered an electric service agreement for electrical service for the Premises. The electric service agreement is discussed in greater detail *infra* at § J and provides for the same attractive rate provided for in the purported license agreement.
- On or about September 28, 2021, the Utility and Defendant entered a ground lease for the Premises.

24. Blockquarry funded a \$300,000 fee paid to Defendant for identifying the Premises as a Bitcoin mining site. The fee was *not* paid part and parcel to or as a requirement of the purported sublease or purported license agreement.

C. Blockquarry expends nearly \$7.4 million for Bitcoin mining on the Premises.

25. Blockquarry funded \$1,387,895.20 as a deposit on the Premises' utility bill (the "Deposit"). Approximately \$1,000,000 this amount was paid by Blockquarry, directly, to the Utility. The remainder was paid by Blockquarry's contractor, directly, to the Utility.

26. The deposit was required under the electric service agreement between BPW and Defendant. *See infra* ¶ 94.

27. The Utility remains in possession of the Deposit.

28. In addition to the Deposit, Blockquarry paid approximately \$6 million to a third party contractor for:

- various improvements to the Premises, including for site clearing and build out of the Premises;
- the purchase, delivery, and installation of distribution transformers required to condition and deliver usable electrical power for Bitcoin mining, and
- for the purchase, delivery, and installation of mining pods.

29. Blockquarry owns personal property kept on the Premises, including at least five distribution transformers, ten mining pods, and Bitcoin mining servers. Blockquarry's Bitcoin mining servers are kept in a storage facility on the Premises.

30. Additionally, Blockquarry's clients own personal property kept on the Premises, including over 5,000 Bitcoin mining servers installed in Blockquarry's mining pods. Blockquarry is the bailee of its client's personal property kept on the Premises.

D. Blockquarry mines for Bitcoin on the Premises and pays rent and utility bills directly to the Utility.

31. Blockquarry (and/or its client(s)) began Bitcoin mining on the Premises during March 2022.

32. Defendant gave Blockquarry's contractor access to an online portal for reconciliation and payment of the invoices and bills from the Utility relative to the Premises.

33. Blockquarry paid the Utility, directly, over \$2.2 million in fees for utility services, exclusive of the Deposit.

34. Blockquarry also paid the Utility, directly, \$3,000 in monthly rent payments. *See infra ¶ 73.*

35. Blockquarry paid the fees for utility services and monthly rent payments by using the Utility's website and by making check payments that were overnighted to the Utility.

36. Blockquarry understood—and had justifiable reason to believe, given the purported license agreement—that *all* money paid by Blockquarry to the Utility was paid for Blockquarry's benefit.

37. Moreover, the Utility *knew* Blockquarry was making payments, directly, to the Utility for utility services and monthly rent.

38. Blockquarry has *not* paid Defendant *any* money under the purported sublease or purported license agreement. All payments have been made by Blockquarry directly to the Utility or by Blockquarry's contractor directly to the Utility.

39. On information and belief, Defendant has not paid the Utility any money relative to the Premises.

40. On or about April 11, 2022, Blockquarry contracted with a management company to maintain the Premises and to maintain the Bitcoin mining operations located on the Premises for a fee of \$65,000 per month.³ Blockquarry paid the management company accordingly.

41. Blockquarry also reimbursed the management company for various costs associated with maintenance.

E. Defendant attempts to extort money from Blockquarry.

42. Sometime around December 2022, Defendant's principal, Tony Tate ("Tate"), determined, apparently, that he was dissatisfied with Defendant's position relative to Blockquarry and the Utility.

43. Tate changed the administrative credentials to the online payment portal, blocking Blockquarry and its management company's access to the Utility's billing. Thereafter, Blockquarry and its management company would have no information relative to the Utility's charges for services.

44. At the same time, Tate begins delivering Blockquarry erratic, threatening messages demanding large amounts of money.

³ The management company and the contractor discussed in ¶ 28 *supra* are the same entity.

45. On December 21, 2022, Tate sent Blockquarry an email stating “we revoked” the purported sublease and license agreements, and that Defendant and/or Tate would “lock down” the Premises and inform the Utility to stop delivering electrical power to the Premises.

46. On December 27, 2022, Tate delivered Blockquarry an email stating “we have revoked the agreements” and that the purported license agreement is revoked, and demanding payment of nearly \$100,000—an amount which is, purportedly, a “10% Good Faith Deposit.”

47. On January 5, 2023, Tate sent Blockquarry an email:

- stating “I will be initiating . . . eviction” for, allegedly, not curing alleged defaults that Defendant purportedly noticed on December 7, 2022, December 16, 2022, and December 27, 2022;
- stating Defendant is assessing over \$1.4 million against Blockquarry, exclusive of administrative fee and penalties, on ground of alleged breaches of the purported sublease and purported license agreement;
- stating “we will be locking down the site and advising [the Utility] to keep the power shut off . . . [;]” and
- demanding information from Blockquarry relative to the company’s plan to vacate the Premises.

48. On January 9, 2023, Tate delivered Blockquarry and email claiming that over \$157,000.00 is past due and owing for utility services and \$2,899 is past due and owing for rent payments under the purported sublease. The email provided *the Utility’s* ACH payment information and demanded that Blockquarry make payment to the Utility.

49. On January 10, 2023, Tate delivered Blockquarry an email stating, among other things, he considers the Premises abandoned—due, apparently, to “nonpayment of bills”—and that “we’re moving forward with eviction.”

50. On January 19, 2023, Tate delivered Blockquarry an email accusing Blockquarry of a material breach; claiming that the “total amount of indebtedness accrued by [Blockquarry] for non-payment and failing to perform as agreed is \$1,879,304.61[;]” and demanding a half payment on a total amount of \$995,767.20 to avoid eviction.

51. The same email claims \$883,537.41 is due and payable to the Utility, despite that Tate claimed days earlier that a mere \$157,000.00 was past due and owing for utility services.

52. Defendant has refused and continues to refuse to substantiate claims levied in its correspondence (with documents or otherwise), notwithstanding requests from Blockquarry.

53. Defendant’s conduct—*e.g.*, demanding the payment of nearly two million dollars in exchange for Defendant’s avoidance of legal process it has no entitlement to pursue—is extortion.

54. Blockquarry is not indebted to Defendant and owes no duty of performance to Defendant.

F. The Utility stops electrical service to the Premises; refuses to return the Deposit to Blockquarry; and locks Blockquarry out of the Premises.

55. During January 2023, the Utility stopped electrical service to the Premises.

56. On January 9, 2023, the Utility delivered a letter to Defendant advising it cutoff the Premises’ electricity for nonpayment; identifying Defendant’s defaults under the September 23 ground lease and stating “[the Utility] did *not* approve of or consent to sublease” to Blockquarry.

57. Sometime after February 16, 2023, the Utility padlocked the Premises, blocking any physical access to the Premises for Blockquarry (and, presumably, any other third party).

58. The Utility has refused and continues to refuse to return the Deposit to Blockquarry, despite demand from .

59. The Utility informed Blockquarry it will return the Deposit paid by Blockquarry to its customer—*i.e.*, Defendant—not to Blockquarry.

60. The Utility further informed Blockquarry it will return the Deposit paid by Blockquarry to Litchain *before* April 14, 2023.

61. Since the Utility has discontinued electrical and other utility services on the Premises and has never turned the power back on, the Utility has no need, requirement, or right to retain the Deposit paid by Blockquarry.

G. Litchain attempts to evict Blockquarry and dupe the Utility into returning the Deposit to Litchain.

62. On or about February 3, 2023, Litchain caused an eviction action to be filed against Blockquarry relative to the Premises in the Magistrate Court of Cherokee County, South Carolina (bearing case number 2023CV1110100285) (the “Eviction Action”). The rule to vacate filed in the Eviction Action is attached hereto as Exhibit A and sworn to by Defendant’s counsel.

63. Blockquarry opposed the eviction and demanded a jury trial.

64. On or about March 13, 2023, the Utility delivered a letter to Defendant stating, “Effective immediately, the Lease is terminated[]” (emphasis in original), and stating that future access of the Premises by Litchain will be treated as a trespass.

65. On March 14, 2023, Litchain delivered an email to the Utility’s counsel requesting that the Utility cut a check for the Deposit to Litchain and provided the company’s address for delivery of the same.

66. Litchain’s March 14, 2023 was an unlawful attempt to convert the Deposit for Litchain’s improper use.

H. Terms of the Purported Sublease between Blockquarry and Defendant

67. A true and correct copy of the written agreement purporting to convey a sublease for the Premises is attached hereto as *Exhibit B*. The agreement is hereinafter cited as “Ex. B.”

68. The agreement references a ‘master lease’ between the Utility and Defendant—dated September 23, 2021—for the Premises and represents and warrants Defendant was able to convey a leasehold interest in the Premises. (Ex. B §§ A., 2.13, and 15.8.)

69. The agreement is subordinate to the purported ‘master lease’ and incorporates its terms and conditions. (Ex. B §§ 2.1. and 2.2.)

70. The agreement is “conditioned upon the consent . . . by [the Utility,] which consent shall evidenced by [the Utility’s] signature appended hereto or a separate consent . . .” (Ex. B § 1.4.) The agreement further provides Blockquarry and/or Defendant may cancel the agreement upon written notice, in the event Defendant does not receive the Utility’s consent. (*Id.*)

71. The purported sublease is terminated in the event the ‘master lease’ is terminated. (Ex. B §§ 2.3.)

72. The term of the purported sublease is approximately eight years, commencing upon the later of October 1, 2021 and the Utility’s consent, and expiring on September 30, 2029. (Ex. B § 1.4.)

73. The agreement requires Blockquarry to pay rent in the amount of \$3,000 per month. (Ex. B § 1.1.(b).)

74. The agreement requires Defendant to produce to Blockquarry notices provided to Defendant from the Utility. (Ex. B § 2.11.)

75. The agreement provides that South Carolina law controls. (Ex. B § 15.7.)

76. The agreement was drafted by Defendant.

77. Except for the terms provided above, the agreement is ambiguous and unclear. It is unusually verbose and difficult to decipher and appears to contain elements of a pro forma document that were not edited or removed for purposes of the instant transaction. (*See, e.g.*, Ex. B § 2.7.)

78. Adding to the confusion, the purported sublease devotes pages of terms that were waived by Defendant. (*See, e.g.*, Ex. B at Article VIII [Security].)

I. Terms of the Purported License Agreement between Blockquarry and Defendant

79. A true and correct copy of the written agreement purporting to convey a license for the use of an ‘economic development incentive rate’ is attached hereto as Exhibit C. The agreement is hereinafter cited as “Ex. C.”

80. This is the same rate referred to in ¶ 22 above.

81. The agreement references a “special agreement with Gaffney Board of Public Works’ (the Utility)” along with the applicable rate schedule and purports to convey “a revocable license for the use of the benefits of the [agreement with the Utility].” (Ex. C § 2.) This references the electrical service agreement between the Utility and Defendant, which is discussed further *infra* § J.

82. The term of the agreement is five years or until the purported license is revoked by Defendant. (*Id.*) Revocation by Defendant requires sixty-days’ notice. (*Id.*)

83. The agreement purports to eliminate a claim for damages arising from termination of the purported license. (*Id.*)

84. The agreement does not require or otherwise demand the exchange of any payment. (Ex. C § 3.)

85. The agreement requires Blockquarry to remit special benefit payments received to the Utility. (Ex. C § 5.)

86. Curiously, the agreement also purports to convey an interest in real estate—presumably, the Premises. (Ex. C § 6.)

87. The agreement provides for attorneys' fees to the prevailing party while enforcing the agreement. (Ex. C § 10.)

88. The agreement provides that South Carolina law controls. (Ex. C § 12.)

89. The agreement was drafted by Defendant and thereafter provided to Blockquarry.

90. Except for the terms provided above, the agreement is ambiguous and unclear. It contains, among other things, several incomplete sentences. (*See, e.g.*, Ex. C § 6.)

J. Terms of the Electrical Service Agreement between Defendant and the Utility

91. A true and correct copy of the written agreement for electrical service by the Utility to serve the Premises is attached hereto as Exhibit D. The agreement is hereinafter cited as "Ex. D."

92. According to the electrical service agreement the Premises are to take electrical service under the Utility's 'economic development incentive rate' and 'credit for new loads,' provided that the Premises' peak demand exceeds 750 kilowatts. (Ex. D p. 12, § 2.1.)

93. The term of the agreement is for eight years. (Ex. D § 4.1.)

94. The agreement requires a deposit equal to the Premises "two highest month utility bill average." (Ex. D § 7.1.)

95. The agreement states, "[Defendant] is choosing to provide its own distribution transformers (2500 KVA/416 v)." (Ex. D § 6.3.)

96. These are the distribution transformers purchased, delivered, and installed by Blockquarry on the Premises. *See supra ¶ 28.*

COUNT 1

REQUEST FOR DECLARATORY JUDGMENT RELATIVE TO THE DEPOSIT, THE PERSONAL PROPERTY ON THE PREMISES, AND ALLEGED INDEBTEDNESS TO DEFENDANT AND THE UTILITY

(As to Defendant and the Utility)

97. Blockquarry alleges and incorporates herein by this reference the allegations contained in paragraphs 1 through 96 above.

98. This is an action under 28 U.S.C.A. §§ 2201 and 2202 to resolve a case and controversy by and between Blockquarry, Defendant, and the Utility (collectively, the “Parties”).

99. There is a case of actual, justiciable controversy between the Parties—that is substantial, definite, and concrete—relative to: (i) the Deposit paid by Blockquarry, (ii) Blockquarry’s personal property on the Premises, and (iii) real improvements made by Blockquarry to the Premises (to the extent they are not fixtures). Blockquarry enjoys a legally protected interest with respect to these matters.

100. The threat of an injury in fact to Blockquarry—if these issues are not resolved by the Court issued declaratory relief—is actual and imminent, not conjectural or hypothetical.

101. A declaratory judgment in the instant case will be useful; there is a sufficient practical need for it; and the judgment will finally determine the rights of the Parties.

102. The Deposit belongs to Blockquarry and should be returned immediately to Blockquarry.

103. Defendant’s attempted extortion of Blockquarry and conversion of the Deposit, among other conduct, demonstrates that—if the Deposit is returned to Defendant—Defendant will either abscond with the cash or use it to continue exploiting Blockquarry.

104. Blockquarry maintains the personal property on the Premises valued at well over \$1 million. *See supra ¶¶ 28-29.*

105. Blockquarry improved the Premises by *inter alia* installing distribution transformers required to condition electrical power for Bitcoin mining.

106. Blockquarry does not have an adequate remedy at law with respect to the Deposit paid by Blockquarry, the maintenance and protection of Blockquarry's personal property, including the distribution transformers.

WHEREFORE Blockquarry requests this Court enter judgment:

- A. declaring Blockquarry is the rightful owner of the Deposit paid by Blockquarry;
- B. declaring Blockquarry is the rightful owner of its personal property on the Premises, including the Bitcoin mining pods, the distribution transformers, and other personal property not affixed to the Premises;
- C. declaring Blockquarry caused and paid for real improvements to be affixed to the Premises;
- D. declaring Blockquarry is not indebted to Litchain for any amount of money or other obligation;
- E. declaring Blockquarry is not indebted to the Utility for any amount of money or other obligation;
- F. taxing against Defendant Blockquarry's attorneys' fees and costs under 28 U.S.C.A. § 2202 and S.C. CODE ANN. § 15-53-100; and
- G. awarding any other relief the Court deems appropriate.

COUNT 2**DECLARATORY JUDGMENT RELATIVE TO THE PURPORTED SUBLEASE***(As to Defendant)*

107. Blockquarry alleges and incorporates herein by this reference the allegations contained in paragraphs 1 through 96 above.

108. This is an action under 28 U.S.C.A. §§ 2201 and 2202 to resolve a case and controversy by and between Blockquarry and Defendant.

109. There is a case of actual, justiciable controversy between Blockquarry and Defendant—that is substantial, definite, and concrete—with respect to the rights and obligations flowing from the purported sublease. Blockquarry enjoys a legally protected interest relative to the money paid and other obligations it incurred by way of the purported sublease.

110. The threat of an injury in fact to Blockquarry—if these issues are not resolved by the Court issued declaratory relief—is actual and imminent, not conjectural or hypothetical.

111. A declaratory judgment in the instant case will be useful; there is a sufficient practical need for it; and the judgment will finally determine the rights between Blockquarry and Defendant, generally, and with respect to money paid and other obligations it incurred by way of the purported sublease.

112. The purported sublease is void, voidable, and further unenforceable because, among other reasons, Defendant cancelled, terminated, and revoked the purported sublease; Defendant never had the Utility's consent for the purported sublease, despite Defendant's representations otherwise; and the Utility cancelled, terminated, and revoked the master lease with Defendant.

WHEREFORE Blockquarry requests this Court enter judgment:

1. declaring that purported sublease is void, voidable, and further unenforceable;
2. taxing against Defendant Blockquarry's attorneys' fees and costs under 28 U.S.C.A. § 2202 and S.C. CODE ANN. § 15-53-100; and
3. awarding any other relief the Court deems appropriate.

COUNT 3

DECLARATORY JUDGMENT RELATIVE TO THE PURPORTED LICENSE AGREEMENT

(As to Defendant)

113. Blockquarry alleges and incorporates herein by this reference the allegations contained in paragraphs 1 through 96 above.

114. This is an action under 28 U.S.C.A. §§ 2201 and 2202 to resolve a case and controversy by and between Blockquarry and Defendant.

115. There is a case of actual, justiciable controversy between the Parties—that is substantial, definite, and concrete—with respect to the rights and obligations flowing from purported license agreement. Blockquarry enjoys a legally protected interest relative to the money paid and other obligations it incurred by way of the purported license agreement.

116. The threat of an injury in fact to Blockquarry—if these issues are not resolved by the Court issued declaratory relief—is actual and imminent, not conjectural or hypothetical.

117. A declaratory judgment in the instant case will be useful; there is a sufficient practical need for it; and the judgment will finally determine the rights of the Parties, generally, and with respect to money paid and other obligations incurred by way of the purported license agreement.

118. The purported license is void, voidable, and further unenforceable because, among other reasons, it is not supported by consideration and the purported license agreement precludes a claim for damages. Moreover, Defendant cancelled, terminated, and revoked the purported license agreement; Defendant never had the Utility's consent for the purported license agreement; and the Utility cancelled, terminated, and revoked the electrical service agreement between the Utility and Defendant.

WHEREFORE Blockquarry requests this Court enter judgment:

- A. declaring the purported license agreement is void, voidable, and further unenforceable;
- B. taxing against Defendant Blockquarry's attorneys' fees and costs under 28 U.S.C.A. § 2202 and S.C. CODE ANN. § 15-53-100; and
- C. awarding any other relief the Court deems appropriate.

REQUEST FOR INJUNCTIVE RELIEF

(As to Defendant and the Utility)

119. Blockquarry incorporates by this reference all the other allegations contained in this Complaint.

120. Blockquarry seeks injunctive relief from the Court requiring the Utility and/or Defendant to return—to Blockquarry—the Deposit and personal property on the Premises.

121. Blockquarry demonstrated a likelihood of success on the merits as to the foregoing claims for relief, based on the allegations set forth in this pleading.

122. Blockquarry is without an adequate remedy at law relative to the return of the Deposit and personal property on the Premises for and among other reasons it is the bailiff of some of the personal property on the Premises

123. Blockquarry will suffer immediate and irreparable harm if the Deposit is not returned, if the Deposit is returned to Litchain, and if the personal property on the Premises is not returned to Blockquarry. This is evidence by, among other reasons, the Eviction Action and attempt to convert Blockquarry's Deposit.

124. No harm will be suffered from the issuance of an injunction, as requested herein.

125. Greater harm will be suffered by Blockquarry if injunctive relief is not granted.

The balance of equities tip in Blockquarry's favor.

126. Granting the injunctive relief is in the public interest.

WHEREFORE Blockquarry requests this Court enter judgment:

- A. requiring the Utility and/or Defendant to immediately return to Blockquarry the Deposit;
- B. enjoining the Utility from returning the Deposit to Litchain;
- C. requiring the Utility and/or Defendant to immediately return to Blockquarry the personal property on the Premises, including the Bitcoin mining pods, the distribution transformers, and other personal property not affixed to the Premises
- D. enjoining the Utility from returning the personal property on the Premises to Litchain;
- E. taxing against Defendant Blockquarry's attorneys' fees and costs; and
- F. awarding any other relief the Court deems appropriate.

COUNT 4
WRONGFUL EVICTION

(As to Defendant)

127. Blockquarry alleges and incorporates herein by this reference the allegations contained in paragraphs 1 through 96 above.

128. The Eviction Action is wrongful and unlawful on the following grounds:

- by causing a breach of the purported master lease;
- by not providing requisite notice, including notices produced by the Utility;
- by refusing to provide information relative to the master lease;
- by interfering with Blockquarry's quiet enjoyment of the Premises;
- by failing to achieve and not achieving the Utility's consent with the sublease;
- by representing and warranting Defendant could lawfully enter the sublease, while not enjoying the Utility's consent to the sublease; and
- by blocking Blockquarry's access to the online portal for payment of rent and utility fees; and
- by instructing the Utility to cut off the power; and
- by instructing the Utility not to communicate with Blockquarry.

129. The Eviction Action caused Blockquarry damages.

WHEREFORE Blockquarry requests this Court enter judgment against the Defendant for damages or, alternatively, damages, costs, and any other relief the Court deems appropriate.

COUNT 5

ABUSE OF PROCESS

(As to Defendant)

130. Blockquarry alleges and incorporates herein by this reference the allegations contained in paragraphs 1 through 96 above.

131. Defendant's filing of the eviction action (*see supra ¶ 62*) relative to Blockquarry's use of the Premises is a misuse of the legal system for an ulterior purpose that is not proper in the regular conduct of the proceeding.

132. Defendant had no legal or equitable right to attempt to evict Blockquarry from the Premises. Defendant knew at the time it filed the eviction action, among other things: (i) that the Utility had never consented to the purported sublease; (ii) that Defendant had never once paid for rent under the master lease; (iii) that Defendant had never once paid for electrical service under the electric service agreement; (iv) that Blockquarry paid the Deposit; (v) that the Utility had delivered Defendant notice that it would terminate the master lease; and (vi) that Defendant had purportedly terminated the purported sublease.

133. Defendant has further maintained the eviction action notwithstanding that the Utility terminated the master lease. *See supra ¶ 64.*

134. Defendant filed the eviction action and has maintained the same action primarily to accomplish a purpose for which it is not designed, namely, to coerce the achievement of a collateral advantage—*i.e.*, to continue to unlawfully attempt to extort money from Blockquarry and to convert the Deposit to its own improper use, among other things.

135. Defendant's abuse of process caused Blockquarry damages.

136. Blockquarry anticipates amended the instant complaint to allege a cause of action for malicious prosecution if and when the eviction action is dismissed in Blockquarry's favor.

WHEREFORE Blockquarry requests this Court enter judgment against the Defendant for damages or, alternatively, damages, costs, and any other relief the Court deems appropriate.

JURY DEMAND

Blockquarry requests a jury trial on all issues so triable.

Respectfully submitted,

April 7, 2023

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Attorneys for Blockquarry Corp. f/k/a ISW Holdings, Inc.

144394496

EXHIBIT 2

**IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF SOUTH CAROLINA
SPARTANBURG DIVISION**

Blockquarry Corp. f/k/a ISW Holdings, Inc.,)	Civil Action No. 7:23-cv-01427-TMC
)	
Plaintiff,)	
)	
v.)	
)	
Litchain Corp. and Gaffney Board of Public)	RESPONSE OF DEFENDANT/
Works,)	COUNTERCLAIMANT/ CROSS-
)	CLAIMANT, GAFFNEY BOARD
)	OF PUBLIC WORKS, TO
Defendants.)	PLAINTIFF'S MOTION FOR
)	PRELIMINARY INJUNCTION
)	
Gaffney Board of Public Works,)	
)	
Defendant/Counter and)	
Cross Claimant,)	
v.)	
)	
Blockquarry Corp. f/k/a ISW Holdings, Inc.,)	
)	
Counterclaim Defendant,)	
and)	
)	
Litchain Corp.,)	
)	
Crossclaim Defendant.)	
)	

Comes now Defendant/Counterclaimant/Crossclaimant, Gaffney Board of Public Works, South Carolina (“Gaffney BPW”), by and through undersigned counsel of record, and for its response to Plaintiff’s Emergency Motion for Temporary Restraining Order and Preliminary Injunction¹ (“Plaintiff’s Motion for Preliminary Injunction”) (ECF No. 7), states as follows:

¹ On April 12, 2023, this Court denied Plaintiff’s *ex parte* Emergency Motion for Temporary Restraining Order. (ECF N. 9). Only the request for a preliminary injunction remains pending before the Court.

INTRODUCTION

Plaintiff/Counterclaim Defendant Blockquarry Corp. f/k/a ISW Holdings, Inc. (“Blockquarry”) seeks a preliminary injunction requiring the immediate return of the utility deposit allegedly paid by Blockquarry on behalf of Defendant/Crossclaim Defendant Litchain Corp. (“Litchain”), the return of cryptocurrency mining equipment, and an order enjoining Gaffney BPW from returning the requested utility deposit and cryptocurrency mining equipment to Litchain. (ECF No. 7). The request for a preliminary injunction requiring the immediate return of the utility deposit to Blockquarry should be denied because Blockquarry was not a party to the utility agreement pursuant to which the deposit was paid, so it is not likely to succeed on any claims against Gaffney BPW relating to the deposit’s return. Moreover, Blockquarry will not suffer irreparable injury if the relief sought in its motion is not granted. Gaffney BPW has filed counter and crossclaims seeking to interplead the remaining utility deposit into the Court. (ECF No. 15, 23). In addition, as indicated in this Court’s Text Order dated April 12, 2023 (ECF No. 9), if Blockquarry is successful in litigation, it has an adequate remedy of monetary damages available to it. For these reasons, Blockquarry’s request for the immediate return of the utility deposit must be denied.

Blockquarry’s request for an order enjoining Gaffney BPW from returning the utility deposit and cryptocurrency mining equipment should also be denied because, as indicated in Defendant/Counterclaimant/Crossclaimant Gaffney Board of Public Works’ Amended Answer to Plaintiff’s Complaint and Amended Counterclaim and Amended Crossclaim for Interpleader, Declaratory Judgment, and Breach of Contract (“Amended Answer, Amended Counterclaim, and Amended Crossclaim”) (ECF No. 23), Gaffney BPW has no intention of returning any money or equipment to Litchain in the absence of a court order directing it to do so. (ECF No. 23).

Finally, Gaffney BPW has received inventory lists from Bitmain and BEEQB LLC,² third parties claiming an interest in the cryptocurrency mining servers and other equipment left on property owned by Gaffney BPW located at 150 Hyatt Street,³ Gaffney, South Carolina (the “Premises”). (Affidavit of Donnie L. Hardin, ¶¶ 24-27). It has also received an inventory from Blockquarry. (Affidavit of Donnie L. Hardin, ¶¶ 28). These inventories are addressed within the Affidavit of Donnie L. Hardin, attached as Exhibit 1, and are exhibits to that affidavit. (Affidavit of Donnie L. Hardin, ¶¶ 24-29).

Gaffney BPW has also requested an equipment inventory from Litchain on multiple occasions. *See, e.g.*, Email Correspondence, dated March 24, 2023, May 18, 2023, and May 23, 2023, attached as Exhibit 2; *see also* Affidavit of Donnie L. Hardin, ¶ 30. In response, Litchain indicated it owns forty-one of the machines locked on the Premises but has not submitted an inventory identifying these machines by type and serial number. (Affidavit of Donnie L. Hardin, ¶ 30). If Litchain provides Gaffney BPW with the requested inventory at a later date, Gaffney BPW will promptly file it with this Court.

Based solely on a review of equipment serial numbers in the provided inventory lists and without any visual inspection of the Premises or the assets located thereon by the claiming parties or Gaffney BPW, the inventories provided by Bitmain, BEEQB LLC, and Blockquarry do not contain any conflicting claims of ownership. Based solely on the number of machines Litchain claims to own in comparison to the volume of equipment claimed by Bitmain, BEEQB LLC, and Blockquarry, Gaffney BPW does not anticipate that Litchain asserts a conflicting claim either. To

² Based on the representations of counsel for BEEQB LLC, the company is owned by Maxim Eliseev, and their servers were used by Uptime, who is believed to be a customer of Blockquarry.

³ This address has been misidentified in Blockquarry’s Complaint and Motion for Preliminary Injunction as 154 Hyatt Street.

the extent there are no conflicting claims of equipment ownership, Gaffney BPW consents to a court order partially granting Blockquarry's request for a preliminary injunction relating to the disbursement of the cryptocurrency mining equipment to the owner listed in the corresponding inventory pending the final resolution of the claims before this Court.

In addition, counsel for Bitmain has indicated that the inventory submitted on behalf of his client was created during an audit conducted in December 2022. After that time, approximately eighty-seven servers owned by Bitmain were circulated onto the site. The company is not currently in possession of the serial numbers of those servers but could identify them in person. Gaffney BPW, therefore, also consents to an order that allows the parties to go onto the Premises in the presence of counsel for identification of these eighty-seven servers and, to the extent there are no competing claims, directs the distribution of those servers to Bitmain.

Again, based on the quantity of machines sought by Litchain, Gaffney BPW does not anticipate its claim conflicts with those asserted by Bitmain, BEEQB LLC, and Blockquarry. However, without an inventory individually identifying each machine that Litchain claims to own by type and serial number, a final determination cannot be made in that regard. Gaffney BPW will promptly submit any subsequently obtained inventories from Litchain to the Court and, to the extent necessary, supplement this Response. Should Litchain submit this requested itemized inventory and, upon review, the serial numbers do not conflict with the serial numbers of the machines to which Bitmain, BEEQB LLC, and Blockquarry assert ownership, Gaffney BPW consents to an order releasing the forty-one machines claimed by Litchain to it.

If Litchain has not provided the requested inventory by the time this Court rules on Plaintiff's Motion for Preliminary Injunction, Gaffney BPW avers Litchain's demand for the return of the forty-one machines left on the Premises will have been abandoned, so a consent order

releasing the equipment in a manner that complies with the itemized inventories submitted by Bitmain, BEEQB LLC, and Blockquarry and the visual inspection of Bitmain will be appropriate.

In the alternative, Gaffney BPW consents to an order that requires Litchain to go onto the Premises in the presence of counsel at the same time Bitmain identifies the aforementioned eighty-seven servers for the purpose of identifying the forty-one machines over which it claims ownership. To the extent there are no competing claims to these forty-one machines on visual inspection, Gaffney BPW consents to an order directing the distribution of those machines to Litchain. Should Litchain fail to send a representative to the onsite inspection, Gaffney BPW avers it will have abandoned any outstanding claims for the return of cryptocurrency mining equipment locked on the Premises, so the distribution of the equipment in a manner that complies with the inventories provided by Blockquarry, Bitmain, BEEQB LLC and the visual inspection of Bitmain would be appropriate.

Should this Court determine there are competing claims for the ownership of the cryptocurrency mining equipment at issue, Gaffney BPW seeks interpleader via its amended crossclaim and amended counterclaim. (ECF No. 23). Ideally, the cryptocurrency mining equipment to which there are competing claims should be physically deposited into the Court, as it would be too cumbersome for Gaffney BPW to pay a surety bond or other monetary amount equal to the value of the cryptocurrency mining equipment when it does not make an independent claim of entitlement to it. In the event that is not possible due to the size and volume of the equipment, Gaffney BPW alternatively asks this Court to order the parties claiming competing ownership interests to adequately insure the equipment and provide Gaffney BPW with a certificate of insurance that identifies the equipment covered, specifies the associated coverage limits, and names Gaffney BPW as an additional insured. In addition, if the equipment to which

there are competing claims needs to be stored at a specific temperature in order for it to remain operable once distributed and put back into use, Gaffney BPW asks that the Court require the parties making competing claims for the return of the equipment to pay for the electricity needed to regulate the temperature of the Premises. These requests are consistent with the relief sought in Gaffney BPW's amended counterclaim and amended crossclaim for interpleader and declaratory judgment and will be additionally addressed in a motion to deposit to be filed by Gaffney BPW at a later date. (ECF No. 23).

STATEMENT OF FACTS

As set forth within and supported by the exhibits to Gaffney BPW's Amended Answer, Amended Counterclaim, and Amended Crossclaim, on September 23, 2021, Litchain entered into a ground lease with Gaffney BPW for the purpose of operating a cryptocurrency mining operation on the Premises. (ECF No. 23-2). This ground lease included a provision requiring all subleases to be approved by Gaffney BPW. *Id.* Litchain never provided Gaffney BPW with a sublease for approval, and Gaffney BPW never approved a sublease of the Premises, including the purported sublease with Blockquarry. (Affidavit of Donnie L. Hardin, ¶ 9)

Around the same time, Litchain opened an account with Gaffney BPW for the provision of electrical power services to the Premises and entered into a "Special Agreement for Electric Utility Service to Litchain Corporation between Litchain and Gaffney BPW" (the "Utility Agreement"). (See Utility Agreement, attached as Exhibit 3). The Utility Agreement required the payment of a deposit equal to Litchain's expected two highest month's utility bill average. *Id.* Blockquarry was not a party to the Utility Agreement, there is no reference to Blockquarry or ISW Holdings, Inc. in the Utility Agreement, and the Utility Agreement was not assignable. (Affidavit of Donnie L. Hardin, ¶ 3).

Ultimately, the deposit paid pursuant to the Utility Agreement totaled \$1,387,895.20. (Affidavit of Donnie L. Hardin, ¶ 5). This deposit is believed to have been paid on behalf of Litchain by ISW Holdings, Inc., Alonzo Pierce, Bit5ive, Uptime Armory, and Uptime Hostings over the course of several payments from November 2021 to April 2022. (Affidavit of Donnie L. Hardin, ¶ 6). Gaffney BPW has no knowledge of the terms of an agreement, if any, between these third parties and Litchain, and Gaffney BPW did not and does not have an agreement for utility services or any other agreements with these third parties. (Affidavit of Donnie L. Hardin, ¶ 6).

Litchain ultimately defaulted on its Utility Agreement with Gaffney BPW and breached the terms of its ground lease by failing to maintain electrical service to the Premises and entering into an unapproved sublease of the Premises. (Affidavit of Donnie L. Hardin, ¶ 10). In response, Gaffney BPW suspended electrical services to the Premises and provided written notice of the breach to Litchain. (Affidavit of Donnie L. Hardin, ¶ 11). After Litchain failed to cure its default and reinstate utility services within the requisite period of time, Gaffney BPW terminated the ground lease and closed the utility account. (Affidavit of Donnie L. Hardin, ¶ 12). Following the closure of Litchain's account, the following power bills remained outstanding: January and February bills and fees of \$679,097.23; March bill and fees of \$77,825.30; and April bill of \$73,475.48. (Affidavit of Donnie L. Hardin, ¶ 13).

In addition, in the event of early termination of the Utility Agreement, Litchain was to reimburse Gaffney BPW for the cost of the materials acquired for Litchain to start service, including the cost of regulators, conductor, and metering equipment. (Affidavit of Donnie L. Hardin, ¶ 14). This agreement was confirmed in a letter sent to Litchain on November 1, 2021. (Affidavit of Donnie L. Hardin, ¶ 15; *see also* ECF No. 15-6). Due to the early termination of the Utility Agreement, Litchain owes the utility \$117,319.00 for the expenses incurred when preparing

to deliver service to the site, which costs are broken down as follows: \$64,296.00 for 400 regulators; \$20,638.00 for regulator bypass switches, \$6,032.00 for a concrete pad; \$22,249.00 for primary meter & .556 wire; and \$4,104 for site lighting. (Affidavit of Donnie L. Hardin, ¶ 16). These amounts are also outstanding. *Id.*

A deposit balance of \$440,178.19 remains after all outstanding obligations relating to the provisions of electric utility services have been paid, including the material costs described in the foregoing paragraph. (Affidavit of Donnie L. Hardin, ¶ 17). Gaffney BPW is ready and willing to return this outstanding deposit balance, and any other amounts awarded by this Court, following the conclusion of this litigation. In the meantime, it has sought to interplead the outstanding deposit balance of \$440,178.19 into the Court for safekeeping.

In addition to the amounts owed under the Utility Agreement, Gaffney BPW currently owes unpaid rent to Gaffney BPW in the amount of \$12,718.64. (Affidavit of Donnie L. Hardin, ¶ 19). This amount will not be withheld from the remaining utility deposit to be paid into the Court via interpleader. However, Gaffney BPW has sought the recovery of this amount in its Amended Answer, Amended Counterclaim, and Amended Crossclaim and asks that it be withheld from the deposit refund and repaid to Gaffney BPW at the time of disbursement. (ECF No. 23).

Following the termination of the ground lease, Gaffney BPW padlocked the Premises to keep it secure. (Affidavit of Donnie Hardin, ¶ 21). It has since received demands for the return of the equipment left onsite from Litchain, Blockquarry, Bitmain, and BEEQB LLC. (Affidavit of Donnie L. Hardin, ¶ 22). Due to the potentially competing demands for the return of the equipment, Gaffney BPW asserted amended counter and crossclaims for declaratory judgment and interpleader that seek relief consistent with the relief sought herein. (ECF No. 23). These amended counter and crossclaims remain outstanding. *Id.*

The Declaration of Alonzo Peirce, filed by Blockquarry in support of its Motion for Temporary Restraining Order and Preliminary Injunction, asserts over 5,000 Bitcoin mining servers owned by clients of Blockquarry are locked on the Premises. (ECF No. 7-2, ¶¶ 25-26). This appears to be consistent with the inventory listings submitted by third parties Bitmain and BEEQB LLC, which show Bitmain owns approximately 4,513 servers that remain onsite, and BEEQB LLC owns approximately 448. (Affidavit of Donnie L. Hardin, ¶¶ 25, 27). Blockquarry has additionally asserted it owns 560 servers, twenty server pods, and ten transformers, all padlocked on the Premises. (Affidavit of Donnie L. Hardin, ¶¶ 28, 29). Litchain claims to own forty-one machines that it believes to be onsite. (Affidavit of Donnie L. Hardin, ¶ 30). To date, none of the equipment serial numbers provided have overlapped, but Bitmain and Litchain are both currently seeking the return of equipment for which serial numbers have not been provided.

Again, to the extent the equipment claims addressed in the Affidavit of Donnie L. Hardin are consistent with one another and no outstanding competing are timely asserted, Gaffney BPW consents to an order partially granting Plaintiff's Motion for Preliminary Injunction that directs the return of this equipment in a manner that is consistent with these inventories. To the extent there are no competing claims for them, Gaffney BPW additionally consents to the release of the unidentified servers belonging to Bitmain following a supervised, visual inspection to occur at a mutually convenient time on the Premises. The same is true for the vaguely identified machines over which Litchain asserts ownership. Should Litchain submit an inventory identifying these machines by serial number or, per order of this Court, identify these machines during the supervised, visual inspection requested by Bitmain, to the extent there are no competing claims to these machines, Gaffney BPW consents to their release to Litchain. Any conflicting claims for the return of the equipment and other personal property currently locked on the Premises should then

be interplead in a manner that complies with the pertinent law, the amended counterclaim and amended crossclaim, the requests asserted in this response, and the motion to deposit interpleader to be filed by Gaffney BPW at a later date.

LAW AND ARGUMENT

A preliminary injunction is “an extraordinary remedy involving the exercise of a very far-reaching power, which is to be applied only in the limited circumstances which clearly demand it.” *Centro Tepeyac v. Montgomery Cnty.*, 722 F.3d 184, 188 (4th Cir. 2013) (quoting *Direx Israel, Ltd. v. Breakthrough Med. Corp.*, 952 F.2d 802, 811 (4th Cir. 1991)) (internal quotation marks omitted). The decision to grant a motion for preliminary injunction is within the equitable discretion of the district court. *See Salazar v. Buono*, 559 U.S. 700, 714 (2010); *Christopher Phelps & Assocs., LLC v. Galloway*, 492 F.3d 532, 543 (4th Cir. 2007). Courts may only grant a preliminary injunction if the following four elements are established: (1) the plaintiff is likely to succeed on the merits; (2) the plaintiff is likely to suffer irreparable harm in the absence of preliminary relief; (3) the balance of equities tip in the plaintiff’s favor; and (4) an injunction is in the public interest. *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). The Court may only consider whether the balance of equities tip in the plaintiff’s favor if the plaintiff has made a clear showing of the first two elements. *Id.* at 20-23. Finally, the court must pay particular regard to the public consequences of employing the extraordinary relief of injunction. *Id.* at 24.

Here, Blockquarry seeks a declaratory judgment against Gaffney BPW affirming the utility deposit and cryptocurrency mining equipment left on the Premises belong to Blockquarry and injunctive relief directing the return of the deposit and enjoining Gaffney BPW from returning the deposit to Litchain. (ECF No. 1, Count 1). The Utility Agreement pursuant to which the deposit was paid was between Gaffney BPW and Litchain only. Blockquarry was not a party to the Utility

Agreement, the Utility Agreement was not assignable, and Blockquarry did not have a separate agreement with Gaffney BPW under which it would be entitled to the return of the utility deposit. Moreover, Gaffney BPW has made it clear that it has no intention of returning the deposit to Litchain absent an order of this Court directing such disbursement and has asked to deposit the remaining deposit amount into the Court pending the resolution of this litigation. As such, Blockquarry has not and cannot make a clear showing that it is likely to prevail on its claim against Gaffney BPW relating to the return of the utility deposit.

Likewise, the ground lease was between Gaffney BPW and Litchain only. Any and all subleases had to be approved in writing by Gaffney BPW. Litchain never submitted a sublease to Gaffney BPW for approval, and Gaffney BPW never approved a sublease, including the purported sublease between Litchain and Blockquarry. Because Gaffney BPW's ground tenant was Litchain, not Blockquarry, Blockquarry also has not and cannot make a clear showing that it is likely to prevail on its claim against Gaffney BPW relating to the return of the equipment.

In the event Blockquarry does prevail on its claims against Gaffney BPW, an award of monetary damages against the utility is sufficient to make Blockquarry whole. *See Hughes Network Systems, Inc. v. InterDigital Communications Corp.*, 17 F.3d 691 (4th Cir. 1994) (noting that injunctive relief is not appropriate where the award of monetary damages at judgment will remedy the harm suffered). In addition, Gaffney BPW has sought to interplead the outstanding utility deposit into the Court, consented to an order partially granting Blockquarry's Motion for Preliminary Injunction that directs the return of the cryptocurrency mining equipment to the extent there are no competing claims, and asked to interplead the cryptocurrency mining equipment to which there are competing claims. Blockquarry, therefore, has not and cannot clearly show it is likely to suffer irreparable harm in the absence of preliminary relief. Without a clear showing of

the first two elements of the four-part test required to prevail on a claim for preliminary injunction, there is no need to address the final two elements.

CONCLUSION

For the reasons set forth above, Gaffney BPW asks this Court to deny Blockquarry's Motion for Preliminary Injunction as it relates to the return of the utility deposit and consents to an order partially granting Plaintiff's Motion for Preliminary Injunction that directs the distribution of the equipment to the owners that have asserted noncompeting claims. To the extent there are competing claims for the same equipment, Gaffney BPW asks that Plaintiff's Motion for Preliminary Injunction be denied and that the Court instead grant Gaffney BPW's request for interpleader and either accept the deposit of the cryptocurrency mining equipment to which there are competing claims into the Court or require the parties asserting competing claims to adequately insure the equipment for the duration of this litigation and, if necessary, pay for the electricity needed to keep the Premises at a temperature that is appropriate for the storage of the cryptocurrency mining equipment for the duration of this litigation.

Respectfully submitted,

POPE FLYNN, LLC

May 24, 2023

By: s/ Virginia P. Bozeman
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ATTORNEYS FOR GAFFNEY BPW

CERTIFICATE OF SERVICE

The undersigned hereby certifies this Response was served on Plaintiff, Blockquarry Corp. f/k/a ISW Holdings, Inc., on May 24, 2023, via the Court's electronic filing system and on Defendant, Litchain Corp., electronically to litchaincorp@gmail.com and via U.S. Mail, postage prepaid, the same date, at the below last known address:

Litchain Corp.
Attn: Tony Tate
118 1/2 Willis Plaza
Gaffney, SC 29340

/s/ Virginia P. Bozeman

EXHIBIT 3

**IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF SOUTH CAROLINA
SPARTANBURG DIVISION**

Blockquarry Corp. f/k/a ISW Holdings, Inc.,) Civil Action No. 7:23-cv-01427-TMC
)
Plaintiff,)
)
v.)
)
Litchain Corp. and Gaffney Board of Public)
Works,)
)
Defendants.)

Gaffney Board of Public Works,)
)
Defendant/Counter and)
Cross Claimant,)
v.)
Blockquarry Corp. f/k/a ISW Holdings, Inc.,)
)
Counterclaim Defendant,)
and)
Litchain Corp.,)
Crossclaim Defendant.)

PERSONALLY APPEARED BEFORE ME, the undersigned, who after being duly sworn, deposes and says:

1. My name is Donnie L. Hardin, and I am General Manager of Gaffney Board of Public Works ("Gaffney BPW") and have been at all times relevant to the facts stated in this affidavit.
2. On or about September 8, 2021, Gaffney BPW entered into a "Special Agreement for Electric Utility Service to Litchain Corporation between Litchain and Gaffney BPW" ("Utility Agreement") with Litchain Corp. ("Litchain"). A true and correct copy of the Utility Agreement

is attached to Gaffney BPW's Amended Answer, Amended Counterclaim, and Amended Crossclaim as Exhibit 3. (ECF No. 23-3).

3. Blockquarry Corp. f/k/a ISW Holdings, Inc. ("Blockquarry") was not a party to the Utility Agreement, there is no reference to Blockquarry or ISW Holdings, Inc. in the Utility Agreement, and the Utility Agreement was not assignable.

4. The Utility Agreement required Litchain to pay a deposit to Gaffney BPW equal to the average of the two highest month's electric utility bills.

5. The deposit paid pursuant to the Utility Agreement totaled \$1,387,895.20.¹

6. Upon information and belief, this deposit was paid on behalf of Litchain by ISW Holdings, Inc., Alonzo Pierce, BitSive, Uptime Armory, and Uptime Hostings over the course of several payments from November 2021 to April 2022. Gaffney BPW has no knowledge of the terms of an agreement, if any, between these third parties and Litchain, and Gaffney BPW did not and does not have an agreement for utility services or any other agreements with these third parties.

7. On or about September 23, 2021, Gaffney BPW entered into a ground lease with Litchain, pursuant to which Gaffney BPW leased property owned by it located at 150 Hyatt Street, Gaffney, South Carolina (the "Premises") to Litchain for the operation of a cryptocurrency mining operation in exchange for rent of \$3,000 per month, due and payable the first day of each month. A true and correct copy of the ground lease is attached to Gaffney BPW's Amended Answer, Amended Counterclaim, and Amended Crossclaim as Exhibit 2. (ECF No. 23-2).

8. The ground lease required all subleases to be approved by Gaffney BPW. (ECF No. 23-2).

¹ Litchain was informed on December 1, 2022, that the original deposit was insufficient, and Gaffney BPW requested that the deposit be increased to \$1,823,740, an increase of \$435,844.80. The additional balance was never paid.

9. Litchain never provided Gaffney BPW with a sublease of the Premises for approval, and Gaffney BPW never approved a sublease of the Premises, including the purported sublease with Blockquarry.

10. Litchain ultimately defaulted on its Utility Agreement with Gaffney BPW and breached the terms of the ground lease by failing to maintain electrical service to the Premises and entering into an unapproved sublease of the Premises.

11. In response, Gaffney BPW suspended electrical services to the Premises and provided written notice of the breach to Litchain.

12. After Litchain failed to cure its default and reinstate utility services within the requisite period of time, Gaffney BPW terminated the ground lease and closed the utility account.

13. Following the closure of Litchain's utility account, the following power bills remain outstanding: January and February bills and fees of \$679,097.23; March bill and fees of \$77,825.30; and April bill of \$73,475.48.

14. In addition, in the event of early termination of the Utility Agreement, Litchain was to reimburse Gaffney BPW for the cost of the materials acquired for Litchain to start service, including the cost of regulators, conductor, and metering equipment.

15. This reimbursement arrangement was confirmed in a letter sent to Litchain on November 1, 2021, a true and correct copy of which was attached to Gaffney BPW's Amended Answer, Amended Counterclaim, and Amended Crossclaim as Exhibit 6. (ECF No. 23-6).

16. Due to the early termination of the Utility Agreement, Litchain owes Gaffney BPW \$117,319.00 for the expenses incurred when preparing to deliver service to the site, broken down as follows: \$64,296.00 for 400 regulators; \$20,638.00 for regulator bypass switches, \$6,032.00 for

a concrete pad; \$22,249.00 for primary meter & .556 wire; and \$4,104 for site lighting. These amounts also remain outstanding.

17. A deposit balance of \$440,178.19 remains after all outstanding charges, fees, and expenses relating to Gaffney BPW's provision of electric utility services to Litchain have been paid.

18. Gaffney BPW is ready and willing to return this outstanding deposit balance, and any other amounts awarded by this Court, following the conclusion of this litigation. In the meantime, it has sought to interplead the outstanding deposit balance of \$440,178.19 into the Court for safekeeping.

19. At the time Gaffney BPW terminated the ground lease, Litchain owed \$12,718.64 in outstanding lease payments, less certain credits, broken down as follows:

Outstanding Months

Nov. 2022	\$3,000
Dec. 2022	\$3,000
Jan. 2023	\$3,000
Feb. 2023	\$3,000
Mar. 2023	\$1,100

Fees

NSF 03/20/23	\$30.00
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<u>Subtotal</u>	\$13,130.00
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<u>Credits</u>	\$285.36
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Transferred deposit
(from separately leased office space)

Overpayment	\$126.00
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<u>Total Due</u>	\$12,718.64
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20. The amounts owed by Litchain following the termination of the ground lease remain outstanding.

21. After the termination of the ground lease, Gaffney BPW padlocked the Premises to keep it secure. Upon information and belief, all supplies, equipment, and personal property present on the Premises at the time it was padlocked remain onsite.

22. Since padlocking the Premises, Gaffney BPW has received demands for the return of the equipment left onsite from Litchain, Blockquarry, Bitmain, and BEEQB LLC.

23. Gaffney BPW has requested equipment and other personal property inventories from all entities claiming an interest in the property locked on the Premises.

24. A true and correct copy of the inventory received from counsel for Bitmain is attached to this affidavit as Exhibit 1. Per Bitmain, this inventory identifies the servers owned by it that are believed to be padlocked on the Premises by serial number.

25. Counsel for Bitmain has indicated that the attached inventory was prepared using information gathered during an audit performed in December 2022. There are 4,513 servers identified on it.

26. Based on the representations of counsel for Bitmain, after the inventory but prior to the padlocking of the Premises, approximately eighty-seven additional servers owned by Bitmain were circulated onto the Premises. Counsel for Bitmain has indicated that the company is not in possession of the serial numbers of those servers but could identify them in person.

27. A true and correct copy of the inventory received from counsel for BEEQB LLC and Mr. Maxim Eliseev, the owner of BEEQB LLC, is attached to this affidavit as Exhibit 2. Per BEEQB LLC, this inventory identifies 448 servers owned by it that are believed to be padlocked on the Premises by serial number.

28. True and correct copies of the inventories received from counsel for Blockquarry are attached as Exhibit 3. Per Blockquarry, the spreadsheet with the header "Blockquarry – Units in

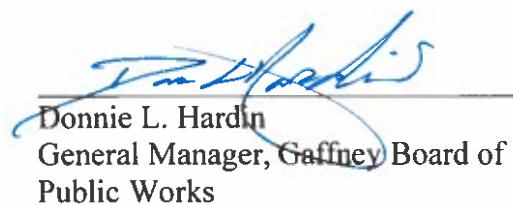
Storage" identifies 300 servers owned by Blockquarry by serial number that are stored in storage facilities on the Premises. The spreadsheet with the header "Blockquarry – Pod 10" identifies 280 servers owned by Blockquarry by serial number that are stored on the Premises in Pod 10. The spreadsheet with the header "Blockquarry – Pod 11" identifies 280 servers owned by Blockquarry by serial number that are stored on the Premises in Pod 11.

29. In addition, Blockquarry claims to own twenty server pods and ten transformers that are currently locked on the Premises.

30. Litchain claims to own forty-one of the machines locked on the Premises. An inventory identifying these machines by type and serial number has been requested from Litchain and, if provided, will be submitted separately.

31. Gaffney BPW does not claim an interest in any of the equipment, supplies, or other personal property currently locked on the Premises and is ready and willing to distribute the property to the rightful owner upon the receipt of a court order directing the manner in which the property is to be distributed.

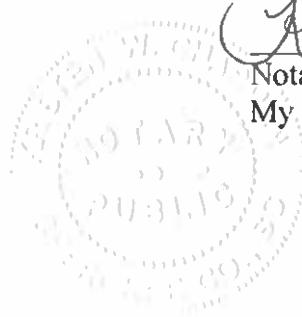
FURTHER THE AFFIANT SAYETH NOT.



Donnie L. Hardin
General Manager, Gaffney Board of
Public Works

SWORN to before me this 23 day of
May, 2023

Kirsten W Chapman
Notary Public of South Carolina
My Commission Expires: 3-6-30



Bitmain Inventory as of Dec. 2022

Pod1	Pod2	Pod3	Pod4
YNAHD4CBBJABE0EFW	YNAHD4CBBJABE0FJK	TWJQD4CBAABA00FW	YNAHD4CBBJABE0DSX
YNAHD4CBBJABE0DEN	YNAHD4CBBJABE05DD	TWJQD4CBAABA006Z	YNAHD4CBBJABE0F6H
YNAHD4CBBJAJI0BPP	YNAHD4CBBJAJI0621	TWJQD4CBAABA00GL	YNAHD4CBBJABE0B91
YNAHD4CBBJAJI0CWR	TWJQD4CBBJBAD048L	YNAHD4CBBJAJI0K96	YNAHD4CBBJAJI0K6T
YNAHD4CBBJAJI0608	TWJQD4CBAABA00GF	YNAHD4CBBJABE0DCX	YNAHD4CBBJABE0FNY
YNAHD4CBBJAJI0B26	TWJQD4CBAABA010N	YNAHD4CBBJABE0BWP	YNAHD4CBBJABE0DX6
YNAHD4CBBJAJI0539	TWJQD4CBAABA00Z8	YNAHD4CBBJABE0DDP	YNAHD4CBBJABE0DY0
YNAHD4CBBJAJI0CV9	YNAHD4CBBJABE0CG8	YNAHD4CBBJAJI0C4M	YNAHD4CBBJABE0EF1
YNAHD4CBBJAJI0CY3	TWJQD4CBBJABJ0177	YNAHD4CBBJAJI0G0P	YNAHD4CBBJABE0EHN
YNAHD4CBBJAJI062Z	YNAHD4CBBJABE0CKW	YNAHD4CBBJAJI0GWL	YNAHD4CBBJABE012V
YNAHD4CBBJABE0DY2	TWJQD4CBAABA00FH	YNAHD4CBBJABE0C1W	YNAHD4CBBJABE09HH
YNAHD4CBBJABE00B5	YNAHD4CBBJAJI0C01	YNAHD4CBBJABE0DRN	YNAHD4CBBJABE0C2H
YNAHD4CBBJAJI05Z8	TWJQD4CBBJBAD02NE	YNAHD4CBBJAJI0C6E	YNAHD4CBBJABE0DLP
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YNAHD4CBBJAJI0BBN	TWJQD4CBBJBAD044A	YNAHD4CBBJABE0C24	YNAHD4CBBJABE0FDW
YNAHD4CBBJAJI03TM	TWJQD4CBAABA00GZ	YNAHD4CBBJABE0DD9	YNAHD4CBBJABE0E0E
YNAHD4CBBJAJI0H5D	YNAHD4CBBJABE09JX	YNAHD4CBBJBAD02JT	YNAHD4CBBJABE0E5R
YNAHD4CBBJAJI0H8W	YNAHD4CBBJAJI061P	TWJQD4CBAABA00GY	YNAHD4CBBJABE0FKJ
YNAHD4CBBJAJI03VC	YNAHD4CBBJAJI03MN	TWJQD4CBBJABJ06TK	YNAHD4CBBJAJI024X
YNAHD4CBBJAJI0CTG	YNAHD4CBBJAJI061V	YNAHD4CBBJBAD033L	YNAHD4CBBJABE0DHT
YNAHD4CBBJAJI03TC	YNAHD4CBBJAJI062B	YNAHD4CBBJABE0DSL	YNAHD4CBBJAJI025M
YNAHD4CBBJAJI0606	YNAHD4CBBJABE0C2C	YNAHD4CBBJBAD00E5	YNAHD4CBBJABE0DHZ
YNAHD4CBBJABE0EHC	YNAHD4CBBJABE0DDD	YNAHD4CBBJBAD00KB	YNAHD4CBBJABE0DJ3
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YNAHD4CBBJAJI062Y	YNAHD4CBBJBAD02DG	TWJQD4CBBJBAD0282	YNAHD4CBBJABE0DKY
YNAHD4CBBJABE0E5Y	TWJQD4CBAABBI061H	TWJQD4CBBJBAD027T	YNAHD4CBBJABE0DJL
YNAHD4CBBJAJI0HAX	TWJQD4CBAABBI05Z0	YNAHD4CBBJABE09PL	YNAHD4CBBJABE0DHR
YNAHD4CBBJAJI0HFE	YNAHD4CBBJAJI0HGD	YNAHD4CBBJABE0C56	YNAHD4CBBJABE0F7L
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YNAHD4CBBJAJI06SB	TWJQD4CBAABBI04GT	TWJQD4CBBJABJ0179	YNAHD4CBBJABE0FHB
YNAHD4CBBJABE0B5Z	TWJQD4CBAABAH00W3	TWJQD4CBBJABJ017G	YNAHD4CBBJABE0DRX
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Pod5	Pod6	Pod7	Pod8
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BEEQB LLC Inventory

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Blockquarry Inventory

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EXHIBIT 4

Farrell, Kaitie

From: Farrell, Kaitie
Sent: Monday, November 20, 2023 3:05 PM
To: Taylor Speer (TSpeer@foxrothschild.com); 'Ginny Bozeman'
Cc: Feinstein, Marc; Pao, William K.; Stutz, Kate
Subject: RE: Bitmain Machine Removal

Thanks Ginny. Taylor, could you please let us know when Blockquarry was given access to the site to remove the machines and when it completed the removal.

Kaitlyn G. Farrell
O: +1-213-430-7869
kfarrell@omm.com

From: Ginny Bozeman <gbozeman@popeflynn.com>
Sent: Monday, November 20, 2023 11:26 AM
To: Farrell, Kaitie <kfarrell@omm.com>
Cc: Feinstein, Marc <mfeinstein@omm.com>; Pao, William K. <wpao@omm.com>; Stutz, Kate <kstutz@omm.com>; Taylor Speer (TSpeer@foxrothschild.com) <TSpeer@foxrothschild.com>
Subject: RE: Bitmain Machine Removal

[EXTERNAL MESSAGE]

Kaitie,

Per the confidentiality clause in our release and settlement agreement, all I can tell you is that the equipment will be disbursed by Blockquarry to Bitmain by December 19 and that the coordination of this return must be made through Blockquarry. Taylor Speer, counsel for Blockquarry, is copied on this email so that you can coordinate that return with him.

Thanks,

Ginny Bozeman
Senior Counsel

DIRECT: (803) 354-4947
CELL: (901) 299-0667
FAX: (803) 354-4899

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From: Farrell, Kaitie <kfarrell@omm.com>
Sent: Monday, November 20, 2023 12:53 PM
To: Ginny Bozeman <gbozeman@popeflynn.com>
Cc: Feinstein, Marc <mfeinstein@omm.com>; Pao, William K. <wpao@omm.com>; Stutz, Kate <kstutz@omm.com>
Subject: Bitmain Machine Removal

Hi Ginny,

Could you please let us know when Blockquarry was given access to the site to remove the machines and when it completed the removal.

Thank you,
Kaitie

O'Melveny

Kaitlyn G. Farrell

kfarrell@omm.com

O: +1-213-430-7869

O'Melveny & Myers LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071
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EXHIBIT 5

Farrell, Kaitie

From: Clifford, Nicholas B. <Nicholas.Clifford@tuckerellis.com>
Sent: Thursday, November 30, 2023 1:38 PM
To: Speer, R. Taylor
Cc: Pao, William K.; Feinstein, Marc; Stutz, Kate; Farrell, Kaitie
Subject: RE: Bitmain/Blockquarry

[EXTERNAL MESSAGE]

Taylor,

Please be advised, as previously communicated to you, that Bitmain does not intend to sell these machines to Blockquarry.

As you also know from past communications, Bitmain has not authorized and does not authorize Blockquarry to transport the machines to Missouri or test them, so Blockquarry's actions with respect to Bitmain's machines are completely unauthorized.

Blockquarry must not utilize these machines for any purpose whatsoever and will be held liable for any physical damage to the machines as well as Bitmain's lost profits.

Finally, we demand to know where the machines are located. Your client's refusal to cooperate in the return of the machines is unjustified and in bad faith. Please provide us with the exact location (including an address) of the machines immediately.

Sincerely,
Nick

Nicholas Clifford
Direct: 314-571-4962
Cell: 314-809-7416
Nicholas.clifford@tuckerellis.com

From: Speer, R. Taylor <TSpeer@foxrothschild.com>
Sent: Wednesday, November 29, 2023 3:48 PM
To: Clifford, Nicholas B. <Nicholas.Clifford@tuckerellis.com>
Cc: Pao, William K. <wpao@omm.com>; Feinstein, Marc <mfeinstein@omm.com>; Stutz, Kate <kstutz@omm.com>; Farrell, Kaitie <kfarrell@omm.com>
Subject: RE: Bitmain/Blockquarry

<<< EXTERNAL EMAIL >>>

Hi, Nicholas. Thank you for your email and recent voicemail. As you're aware, I represent Blockquarry Corp. Your copied co-counsel are aware of Blockquarry's position on the personal property at issue here. It's been discussed *ad nauseum*. To repeat, Blockquarry will communicate with Bitmain on the status when it has inventoried and tested the miners. I attach prior correspondence with your counsel

for the record. If Bitmain should cause you to go to the Sheriff's Department or any state or federal court in between now and the time we are able to speak substantively, you will need to include these communications (and any other communications from me no attached) for purposes of candor. Best,



R. Taylor Speer
Counsel

2 W. Washington Street
Suite 1100
Greenville, SC 29601

(864) 751-7665
 (864) 751-7800
 tspeer@foxrothschild.com

Learn about our new brand.

From: Clifford, Nicholas B. <Nicholas.Clifford@tuckerellis.com>

Sent: November 28, 2023 12:20 PM

To: Speer, R. Taylor <TSpeer@foxrothschild.com>

Cc: Pao, William K. <wpao@omm.com>; Feinstein, Marc <mfeinstein@omm.com>; Stutz, Kate <kstutz@omm.com>;

Farrell, Kaitie <kfarrell@omm.com>

Subject: [EXT] Bitmain/Blockquarry

Mr. Speer,

I am an attorney with Tucker Ellis LLP in Missouri and have been retained by Bitmain in connection with obtaining the return of its Bitcoin mining machines ("Bitmain's property").

My understanding is that Bitmain's property was formerly located at a facility in South Carolina and that, without Bitmain's prior authorization and over its subsequent objections, Blockquarry transported Bitmain's property to an unspecified location in Jackson County, Missouri.

Bitmain did not give Blockquarry authority to transport Bitmain's property. Furthermore, Blockquarry has refused to return Bitmain's property, to provide the exact location of Bitmain's property to Bitmain, or to respond meaningfully to its repeated inquiries.

Please contact me immediately to discuss this matter.

Please be advised that if I don't hear from you by Wednesday, November 29 at 12 pm CT, Bitmain will take all necessary steps to protect its rights in its property, which may include referring this matter to law enforcement authorities and/or seeking relief in court.

Bitmain reserves all of its rights. Nothing in this communication shall constitute a waiver of rights by Bitmain.

Sincerely,
Nick Clifford



Nicholas Clifford | Partner

100 South Fourth Street, Suite 600 | St. Louis, MO 63102

Direct: 314-571-4962 | Fax: 314-256-2549 | Cell: 314-809-7416

Nicholas.Clifford@tuckerellis.com

tuckerellis.com

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EXHIBIT 6

Farrell, Kaitie

From: Clifford, Nicholas B. <Nicholas.Clifford@tuckerellis.com>
Sent: Tuesday, December 5, 2023 9:36 AM
To: Speer, R. Taylor
Cc: Feinstein, Marc; Farrell, Kaitie; Pao, William K.; Stutz, Kate
Subject: FW: Bitmain's Machines

[EXTERNAL MESSAGE]

Taylor,

You indicated in the email below that you would have an update on the status of the machines this week.

Please provide us with the following information about Bitmain's machines:

1. Current location including the name, address, and email address/telephone number of any facility where they are located;
2. The status of the machines (i.e., in storage, in use, in transit); and
3. Written confirmation that Blockquarry will not move them again and will turn over custody of the machines to Bitmain immediately.

Thank you,
Nick

Nicholas Clifford
Direct: 314-571-4962
Cell: 314-809-7416
Nicholas.clifford@tuckerellis.com

From: Farrell, Kaitie <kfarrell@omm.com>
Sent: Monday, December 4, 2023 5:58 PM
To: Clifford, Nicholas B. <Nicholas.Clifford@tuckerellis.com>
Cc: Stutz, Kate <kstutz@omm.com>
Subject: FW: Bitmain's Machines

<<< EXTERNAL EMAIL >>>

From: Speer, R. Taylor <TSpeer@foxrothschild.com>
Sent: Friday, November 17, 2023 7:07 AM
To: Farrell, Kaitie <kfarrell@omm.com>
Cc: Feinstein, Marc <mfeinstein@omm.com>; Pao, William K. <wpao@omm.com>; Stutz, Kate <kstutz@omm.com>
Subject: RE: Bitmain's Machines

[EXTERNAL MESSAGE]

Kaitie, the personal property formerly on the Gaffney premises continues in transport. The property is being well cared for in transit. The inventory and testing discussed below will begin early next week. I expect to have something substantive to you by end of next week and potentially early the following week (i.e., week beginning Dec. 4). Best,



R. Taylor Speer
Counsel

2 W. Washington Street
Suite 1100
Greenville, SC 29601

(864) 751-7665
 (864) 751-7800
 tspeer@foxrothschild.com

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From: Speer, R. Taylor
Sent: November 9, 2023 1:57 PM
To: Farrell, Kaitie <kfarrell@omm.com>
Cc: Feinstein, Marc <mfeinstein@omm.com>; Pao, William K. <wpao@omm.com>; Stutz, Kate <kstutz@omm.com>
Subject: RE: Bitmain's Machines

Hi, Kaitie. I would communicate with you verbally if there was a need; there is no need at this time.

As previously discussed, Blockquarry is transporting the personal property formerly on the Gaffney premises to its location in Jackson County, Missouri. This personal property includes the miners owned (or claimed) by Bitmain. When the personal property arrives at its intended location, Blockquarry will inventory and test it—recall there was no electricity available at the Gaffney site. When Blockquarry's inspection is complete, I will advise you and your colleagues of the same, and our clients can either agree on a purchase and sale or Bitmain will be invited to retrieve its property. In that regard, you should expect a communication from me at the end of next week or the beginning of the following week (e.g., Monday, November 20). Until that time, please cease the demands, telephone calls, and emails. I frequently discuss this matter with Blockquarry, and, if there are any relevant intervening updates, I will communicate them to you.

Incidentally, Bitmain has appeared relatively inconsolable during this process. That sentiment is inconsistent with Blockquarry's conduct, which was to invest considerable of time and litigation fees to ensure BPW did not convert Bitmain's personal property. Additional patience is required here.

Best,



R. Taylor Speer
Counsel
Greenville, SC
(864) 751-7665
* 827-7665

From: Farrell, Kaitie <kfarrell@omm.com>
Sent: November 7, 2023 9:03 PM
To: Speer, R. Taylor <TSpeer@foxrothschild.com>
Cc: Feinstein, Marc <mfeinstein@omm.com>; Pao, William K. <wpao@omm.com>; Stutz, Kate <kstutz@omm.com>
Subject: [EXT] RE: Bitmain's Machines

Taylor,

Bitmain's business team is available Thursday night Beijing time to discuss.

Bitmain requests that Blockquarry immediately send videos and photos showing the package and condition of the machines. Bitmain also requests that Blockquarry immediately send the specific address of the Jackson County, Missouri facility.

Thank you,
Kaitie

Kaitlyn G. Farrell
O: +1-213-430-7869
kfarrell@omm.com

From: Farrell, Kaitie
Sent: Tuesday, November 7, 2023 12:22 PM
To: 'Speer, R. Taylor' <TSpeer@foxrothschild.com>
Cc: Feinstein, Marc <mfeinstein@omm.com>; Pao, William K. <wpao@omm.com>; Stutz, Kate <kstutz@omm.com>
Subject: RE: Bitmain's Machines

Taylor,

As discussed, we are surprised and dismayed to hear that the machines are already in transit. As we very clearly communicated to you on Monday, Bitmain did not want its machines to be transported to Jackson County, Missouri and requested that Bitmain off rack and pack the machines from the Gaffney BPW site. Blockquarry had no right to transport the machines from the Gaffney BPW site to Missouri without Bitmain's authorization. Bitmain will hold Blockquarry liable for any damages resulting from the transport of Bitmain's machines and reserves all rights.

Please let us know immediately when the machines will arrive at the Missouri facility and please provide Blockquarry's availability for a business-to-business meeting to discuss the return of the machines.

Kaitlyn G. Farrell
O: +1-213-430-7869
kfarrell@omm.com

From: Farrell, Kaitie
Sent: Monday, November 6, 2023 10:30 AM
To: 'Speer, R. Taylor' <TSpeer@foxrothschild.com>
Cc: Feinstein, Marc <mfeinstein@omm.com>; Pao, William K. <wpao@omm.com>; Stutz, Kate <kstutz@omm.com>
Subject: Bitmain's Machines

Hi Taylor,

How does Blockquarry plan to transport the machines to Jackson County? Will it off-rack and package the machines or will the containers be transported with miners on rack? Does Blockquarry have proper insurance

to cover any potential damage or loss that occurs during transportation? Due to these potential risks, Bitmain does not want its machines to be transported to Jackson County, Missouri and demands that it be able to off rack and pack the machines from the Gaffney BPW site. At minimum Blockquarry must take responsibility for the safety and security of Bitmain's machines if Blockquarry were to transport them. Once Bitmain has possession of the machines the parties can discuss purchasing the machines.

Bitmain would like to set up a business meeting with Blockquarry as soon as possible to arrange the return and purchase of the machines.

Thank you,
Kaitie

O'Melveny

Kaitlyn G. Farrell

kfarrell@omm.com

O: +1-213-430-7869

O'Melveny & Myers LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071

[Website](#) | [LinkedIn](#) | [Twitter](#)

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EXHIBIT 7

for an onsite meeting, and it will be coordinated through me with Blockquarry. I understand Blockquarry personnel will be available, in-person, to assist with the inspection and/or pickup.

Note Blockquarry is only relinquishing *Bitmain's* personal property—*i.e.*, its servers. It is not relinquishing Blockquarry's other personal property (*e.g.*, servers, transformers, or mining pods) or permitting access to other personal property unless access is reasonably necessary for Bitmain's inspection or other material and related purposes. Finally, to the extent Bitmain is contemplating a transaction with Blockquarry (or others), Blockquarry will continue to entertain offers for the same.

Best,



R. Taylor Speer

Counsel

Greenville, South Carolina

 (864) 751-7665

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From: Clifford, Nicholas B. <Nicholas.Clifford@tuckerellis.com>

Sent: December 15, 2023 4:51 PM

To: Speer, R. Taylor <TSpeer@foxrothschild.com>

Cc: Feinstein, Marc <mfeinstein@omm.com>; Farrell, Kaitie <kfarrell@omm.com>; Pao, William K. <wpao@omm.com>;

Stutz, Kate <kstutz@omm.com>

Subject: [EXT] RE: Bitmain / Blockquarry

Mr. Speer,

Please see the attached letter.

Regard,

Nick

Nicholas Clifford

Direct: 314-571-4962

Cell: 314-809-7416

Nicholas.clifford@tuckerellis.com

From: Speer, R. Taylor <TSpeer@foxrothschild.com>

Sent: Wednesday, December 13, 2023 1:56 PM

To: Clifford, Nicholas B. <Nicholas.Clifford@tuckerellis.com>

Cc: Feinstein, Marc <mfeinstein@omm.com>; Farrell, Kaitie <kfarrell@omm.com>; Pao, William K. <wpao@omm.com>;

Stutz, Kate <kstutz@omm.com>

Subject: Bitmain / Blockquarry

<<< EXTERNAL EMAIL >>>

Hi, counsel for Bitmain. Please see the attached agreement. It should be self-explanatory. Best,



R. Taylor Speer

Counsel

Greenville, South Carolina

 (864) 751-7665

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EXHIBIT 8

RELEASE AND COVENANT NOT TO SUE

BLOCKQUARRY CORP. f/k/a ISW HOLDINGS,
INC.

BITMAIN TECHNOLOGIES GEORGIA LIMITED
and BITMAIN TECHNOLOGIES LTD.

This ‘release agreement and covenant not to sue’ (“Agreement”) is made and entered as of the ‘effective date’ identified below by and between Blockquarry Corp. f/k/a ISW Holdings, Inc. (“Blockquarry”), on the one hand, and Bitmain Technologies Georgia Limited (“Bitmain Georgia”) and Bitmain Technologies Ltd. (“Bitmain China” and together with Bitmain Georgia, “Bitmain”), on the other, and sets forth the following terms agreed to by Blockquarry and Bitmain (collectively, “Parties”).

RECITALS

- A. On or about June 21, 2021, ISW Holdings, Inc. entered a ‘service framework agreement’ with Bitmain China whereby Blockquarry agreed to provide Bitcoin mining hosting services in exchange for a fee (“Georgia Agreement”). The Georgia Agreement is null and void. Bitmain China paid no money pursuant to the Georgia Agreement, and Blockquarry provided no services pursuant to the Georgia Agreement.
- B. During 2021, Blockquarry caused a name change to occur with the Nevada Secretary of State, changing the corporation’s name from ISW Holdings, Inc. to Blockquarry Corp.
- C. During 2022, Bitmain China stopped paying for hosting services provided by Blockquarry on a new Bitcoin mining location in Gaffney, South Carolina (“Gaffney Site”). Blockquarry was forced to pay hundreds of thousands of dollars in electric service fees to the incumbent electrical utility serving the Gaffney Site (“Utility”) for hosting services provided to Bitmain China, with no reciprocal benefit from Bitmain China (or otherwise).
- D. On or about September 1, 2022, Blockquarry entered a second ‘service framework agreement’ with Bitmain Georgia whereby Blockquarry agreed to provide Bitcoin mining hosting services in exchange for a fee (“Subsequent Agreement”). The Subsequent Agreement terminated the Georgia Agreement and provided for a mutual release of claims, if any, related thereto.

- E. On or about January 9, 2023, the Utility cut power to the Gaffney Site and retained the personal property located thereon including all Bitcoin mining servers (collectively, "Personal Property").
- F. On or about April 6, 2023, Bitmain, by way of its counsel, served a purported 'termination notice' via email, stating Bitmain "elected to terminate the Service Agreement with immediate effect."
- G. On April 7, 2023, Blockquarry caused to be filed in United States District Court for the District of South Carolina a civil action against the Utility alleging, among other things, that the Utility unlawfully retained the Personal Property (case number: 7:23-cv-01427-TMC). Blockquarry further caused an emergency motion for temporary restraining order to be filed, requesting the court enter an order requiring that the Utility immediately return the Personal Property to Blockquarry. The April 7, 2023 court filings by Blockquarry and the subsequent litigation are hereinafter, collectively, the "Civil Action".
- H. At all times material, Bitmain knew of the Civil Action and elected to have Blockquarry litigate the same, without intervening or otherwise investing in prosecution of the claims raised therein.
- I. Blockquarry expended considerable money litigating the Civil Action, and the Utility continued to unlawfully retain the Personal Property until November 2023, when the Utility permitted Blockquarry to retrieve the Personal Property from the Gaffney Site.
- J. Bitmain claims ownership of some portion of the Personal Property—*to wit*, certain unidentified Bitcoin mining servers—and has demanded return of the same.

These lettered paragraphs are hereinafter, collectively, "Recitals".

TERMS

The Parties, for themselves, their predecessors, successors, and assigns, hereby agree as follows.

1.1 **Recitals.** The Recitals are part of this Agreement as if expressly stated herein.

- 1.2 **Consideration.** As of the Effective Date, the Parties acknowledge and stipulate to the receipt and sufficiency of valuable consideration for this Agreement, including, but not limited to the mutual benefits under this Agreement and Blockquarry's expenses and losses associated with litigating the Civil Action for it and Bitmain's benefit.
- 1.3 **Effective Date.** This Agreement is effective on the date that all Parties have executed this Agreement and delivered copies of such execution to the Parties' respective counsel ("Effective Date").
- 1.4 **Return of Servers.**
 - 1.4.1 Within (24) hours of the Effective Date, Blockquarry shall: 1) by email delivered to Bitmain's counsel, identify the precise location of the Personal Property belonging to Bitmain (by county, city, and street address) ("Retrieval Site") and 2) make available for inspection and retrieval to Bitmain the Personal Property belonging to Bitmain. The date upon which Blockquarry complies with this section is hereinafter, "Retrieval Date".
 - 1.4.2 Bitmain shall have no liability for the costs associated with the Personal Property belonging to Bitmain provided that Bitmain retrieves and removes all Personal Property belonging to Bitmain from the Retrieval Site within ten calendar days of the Retrieval Date. Bitmain shall thereafter pay or reimburse Blockquarry for all costs of storing, insuring, securing and, if necessary, relocating the Personal Property belonging to Bitmain (and/or any portion thereof), and shall make such payments or reimbursements to Blockquarry immediately upon demand.
 - 1.4.3 The Personal Property belonging to Bitmain shall be deemed abandoned by Bitmain provided that Bitmain does not retrieve the Personal Property belonging to Bitmain from the Retrieval Site within thirty calendar days of the Retrieval Date. Blockquarry shall be entitled to dispose of sell and otherwise take title to the Personal Property provided that Bitmain abandons the same under this Section 1.4.3.
 - 1.4.4 As a material term of this Agreement, Bitmain represents and warrants it has not on its behalf and/or by and through others made any statement, report or inquiry to law enforcement relative to Blockquarry, its principals, and/or the Personal Property.
 - 1.4.5 To the extent Bitmain cannot truthfully and lawfully make the representation and warranty provided in Section 1.4.4, Bitmain shall

retract such statement, report or inquiry in full and provide Blockquarry satisfactory evidence that such retraction has occurred. Blockquarry's performance(s) required by Section 1.4 shall be excused and not be required until Bitmain provides to Blockquarry such satisfactory evidence. All other terms of this Agreement shall, however, remain in effect.

- 1.5 **Mutual Release.** The Parties hereto, each on their own behalf and on behalf of all parent companies, subsidiaries, affiliates, partnerships, divisions, owners, officials, members, directors, officers, shareholders, commissioners, employees, agents, servants, partners, attorneys, counsel, firms, representatives, insurers, independent contractors, investors, clients, bailors, heirs, executors, administrators, successors, assigns, and other parties in interest thereto, hereby release and discharge the other Party and that Party's respective parent companies, subsidiaries, divisions, owners, officials, members, directors, officers, shareholders, commissioners, employees, attorneys, counsel, firms, heirs, executors, administrators, successors, and assigns from any and all debts, duties, liabilities, obligations, claims, demands, actions, and causes of action, including without limitation, those for costs, rights, attorneys' fees, damages, interest, loss of service, lost profits, expenses, and compensation of whatsoever nature, now existing; and all damages known and foreseen, liquidated or unliquidated, at law or in equity of any nature, including without limitation, property damages, loss of use damages, personal injury damages, lost profit damages and the consequences thereof resulting, which heretofore have been, and which hereafter may be, sustained by the undersigned, as a result of the claims pertaining to any occurrence, accident, casualty, or event that in any way relates to, pertains to, or arises out of the Georgia Agreement, the Subsequent Agreement, the Civil Action, and/or the Personal Property.

1.6 **Covenant Not to Sue.**

- 1.6.1 Bitmain covenants never to initiate, be represented or participate in, submit or file, or permit to be submitted or filed on his, her or its behalf, any lawsuit, charge, claim, complaint or other proceeding pertaining to any occurrence, accident, casualty, or event that in any way relates to, pertains to, or arises out of the Georgia Agreement, the Subsequent Agreement, the Civil Action, and/or the Personal Property.
- 1.6.2 The covenant provided in this Section 1.6 shall not apply to any civil action to enforce this Agreement to the extent such action complies with this Agreement.

1.7 General.

1.7.1 Merger / Modifications / Waiver.

- 1.7.1.1 As of the Effective Date, the Parties agree this Agreement is the sole agreement by and between Blockquarry and Bitmain. This Agreement contains the entire agreement between the Parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, including those associated with the Georgia Agreement and Subsequent Agreement, are merged herein.
 - 1.7.1.2 No modification, amendment, discharge, or change of the Agreement, except as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against whom the enforcement of such modification, waiver, amendment, discharge, or change is sought. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement.
- 1.7.2 Choice of Law / Enforcement / Attorneys Fees. This Agreement shall be construed and enforced in accordance with the laws of South Carolina. The Parties expressly consent to the exclusive jurisdiction of the courts located in South Carolina regarding any dispute arising out of or related to this Agreement. Any action to enforce this Agreement shall be brought in the courts located in the state of South Carolina. The prevailing party in any action to enforce this Agreements shall be entitled to tax against the other party the prevailing party's reasonable attorneys fees and costs, including expert witness fees, if any.
- 1.7.3 Successors. This Agreement is binding upon, and shall inure to the benefit of, the Parties and their heirs, predecessors, successors, assigns, affiliates, agents, insurers, employees, legal representatives, and any other persons or entities acting on their behalf or claiming through or under them or any of them, and shall inure to the benefit of the Parties, as well as each of their respective heirs, predecessors, successors, assigns, affiliates, agents, insurers, employees, legal representatives, and any other persons or entities acting on their behalf or claiming through or under them or any of them.

- 1.7.4 No Assignment. The Parties covenant and agree that each has not assigned, transferred, or conveyed in any manner all or any part of their legal claims or legal rights in connection with the matters set forth in this Agreement.
- 1.7.5 Consultation with Counsel. Each Party, before executing this Agreement, had an opportunity to consult with counsel with respect to the full force and effect of this Agreement and each of the terms and provisions hereof, and each Party fully understands and intends the full force and effect of this Agreement and each of its terms and provisions. Each Party has had a full and complete opportunity to investigate any and all matters believed by them to be appropriate or prudent for investigation or understanding prior to entering into this Agreement.
- 1.7.6 Authorship. The Parties agree that this Agreement has been drafted jointly by the Parties hereto and no one party shall be deemed to be the party who drafted the Agreement.
- 1.7.7 Third-Party Beneficiaries. This Agreement shall bind, and be for the benefit of, the Parties and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the Parties any rights, remedies, obligations, or liabilities under, or by reason of, this Agreement.
- 1.7.8 Confidentiality and Non-disparagement.
- 1.7.8.1 The Parties agree that, except as required by law, as allowed herein, or as required to enforce the undertakings set forth in this Agreement, each of the Parties shall keep strictly confidential and not disclose to any person or entity, other than its board members, legal counsel, tax, insurance and/or financial advisors, and employees whose job responsibilities require knowledge of such matters, each of whom will be informed of the obligation to abide by this confidentiality provision, the terms of this Agreement and details of the associated negotiations.
- 1.7.8.2 The Parties agrees not to make any negative, disparaging, detrimental, or derogatory remarks or statements (written, oral, telephonic, electronic, or by any other method) about the other Party or make any statement to the media or on social media regarding this Agreement or the facts arising out of this Agreement.

- 1.7.8.3 An aggrieved party hereunder, may resort to a court of equity to enforce this provision of the Agreement by temporary and/or permanent injunctive relief and/or restraining order or such other legal and equitable remedies as may be appropriate, in addition to any other remedy at law and shall not be required to post a bond in any such action or proceeding.
- 1.7.8.4 This covenant survives the execution of this Agreement indefinitely.
- 1.7.9 Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall constitute one and the same Agreement, provided that in making proof of this Agreement, it shall not be necessary to produce or account for more than one such fully executed counterpart. Any signature attestation required by this Agreement may be transmitted via telecopier or email, and signature and attestations so transmitted shall be as binding as the original.
- 1.7.10 Headings. The headings of this Agreement are for the convenience of the Parties only and shall not limit, expand, modify, or aid in the interpretation or constructions of this Agreement.
- 1.7.11 Authority and Final Declarations. The undersigned representatives of the Parties declare and represent that they have the authority to bind the Party for whom they have signed; they have read this Agreement and acknowledge that no promise, inducement, or agreement not herein expressed has been made to them; this instrument contains the entire agreement between the Parties hereto and that the terms of this incident are contractual and not a mere recital; and if any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall not be affected.

The Parties' signatures below are consent for this Agreement.

BLOCKQUARRY CORP. f/k/a ISW HOLDINGS,
INC.

By: _____

Name: _____

Its: _____

Date: _____

BITMAIN TECHNOLOGIES GEORGIA LIMITED

By: _____

Name: _____

Its: _____

Date: _____

and BITMAIN TECHNOLOGIES LTD.

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT 9

for an onsite meeting, and it will be coordinated through me with Blockquarry. I understand Blockquarry personnel will be available, in-person, to assist with the inspection and/or pickup.

Note Blockquarry is only relinquishing *Bitmain's* personal property—*i.e.*, its servers. It is not relinquishing Blockquarry's other personal property (*e.g.*, servers, transformers, or mining pods) or permitting access to other personal property unless access is reasonably necessary for Bitmain's inspection or other material and related purposes. Finally, to the extent Bitmain is contemplating a transaction with Blockquarry (or others), Blockquarry will continue to entertain offers for the same.

Best,



R. Taylor Speer

Counsel

Greenville, South Carolina

 (864) 751-7665

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From: Clifford, Nicholas B. <Nicholas.Clifford@tuckerellis.com>

Sent: December 15, 2023 4:51 PM

To: Speer, R. Taylor <TSpeer@foxrothschild.com>

Cc: Feinstein, Marc <mfeinstein@omm.com>; Farrell, Kaitie <kfarrell@omm.com>; Pao, William K. <wpao@omm.com>; Stutz, Kate <kstutz@omm.com>

Subject: [EXT] RE: Bitmain / Blockquarry

Mr. Speer,

Please see the attached letter.

Regard,

Nick

Nicholas Clifford

Direct: 314-571-4962

Cell: 314-809-7416

Nicholas.clifford@tuckerellis.com

From: Speer, R. Taylor <TSpeer@foxrothschild.com>

Sent: Wednesday, December 13, 2023 1:56 PM

To: Clifford, Nicholas B. <Nicholas.Clifford@tuckerellis.com>

Cc: Feinstein, Marc <mfeinstein@omm.com>; Farrell, Kaitie <kfarrell@omm.com>; Pao, William K. <wpao@omm.com>;

EXHIBIT 10

December 15, 2023

DIRECT DIAL 314.571.4962 | nicholas.clifford@tuckerellis.com

VIA EMAIL – tspeer@foxrothschild.com

R. Taylor Speer
Fox Rothschild
2 W. Washington Street
Suite 1100
Greenville, SC 29601

*Re: **Blockquarry Corp.’s Proposed Release and Covenant Not to Sue***

Dear Mr. Speer:

We write in response to Blockquarry Corp.’s (“Blockquarry”) Proposed Release and Covenant Not to Sue (the “Proposed Release”) that you sent to us on Wednesday, December 13, 2023 via email at 1:58 pm CT.

Bitmain Technologies Georgia Limited (“Bitmain Georgia”) and Bitmain Technologies Ltd. (“Bitmain Ltd.” and together with Bitmain Georgia and its affiliates, “Bitmain”) reject Blockquarry’s Proposed Release and dispute the Recitals therein as containing false and misleading statements. Blockquarry is engaging in extortionate conduct by holding Bitmain’s machines hostage and demanding a settlement and covenant not to sue from Bitmain in exchange for the release of its machines. Such conduct must stop immediately.

Since February 2023, Bitmain has been prevented from retrieving over 4,500 of its Bitcoin mining machines (the “Machines”), formerly located at the Gaffney, South Carolina data center facility (the “Facility”). Blockquarry does not dispute that the Machines rightfully belong to Bitmain, yet Blockquarry has been holding the Machines hostage for more than a month. *See, e.g., Blockquarry Corp. v. Litchain Corp. et al.*, Case No. 7:23-cv-01427, United States District Court for the District of South Carolina, Dkt. No. 1, ¶ 30 (“Blockquarry’s clients own personal property kept on the [Facility]. . . . Blockquarry is the bailee of its client’s personal property kept on the [Facility].”); Dkt. No. 26-1, Ex. 1 (inventory listing the serial numbers of the Machines).

On or around November 2, 2023, Blockquarry and the Gaffney Board of Public Works entered into a settlement agreement to facilitate the release of the Machines and other property located at the Facility. Despite Blockquarry’s obligation to facilitate the release of the Machines to Bitmain, Blockquarry **(i)** prevented Bitmain from retrieving the Machines directly from the Facility; **(ii)** transported the Machines from the Facility to an undisclosed location in Missouri without Bitmain’s authorization and despite Bitmain’s repeated objections; **(iii)** refused to provide photos or videos depicting the condition of the Machines; **(iv)** refused to organize a business meeting to arrange for the return and/or sale of the Machines; **(v)** withheld the address where the Machines were located in Missouri; and **(vi)** has been unresponsive to repeated communications from Bitmain’s counsel

requesting cooperation and clarification as to the location, condition, and return of the Machines.¹

In addition to exposing itself to potential criminal liability, Blockquarry is subject to substantial civil damages for the thousands of dollars of losses which continue to accrue each day that the Machines are not in operation. Additionally, to the extent that an attorney was involved in Blockquarry's extortionate conduct, this raises serious ethical concerns. *See S.C. R. Prof'l Cond. 1.2(d)* ("A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyers knows is criminal or fraudulent[.]"); 8.4 ("It is professional misconduct for a lawyer to...commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer...[or] engage in conduct involving dishonesty, fraud, deceit, or misrepresentation[.]").

We demand that you immediately disclose to us the precise location (by state, county, city, and street address) of the Machines and provide access to them so that Bitmain may pick them up. Bitmain reserves all of its rights and remedies. Nothing in this communication shall constitute a waiver of any of Bitmain's rights or remedies.

Sincerely,

TUCKER ELLIS LLP



Nicholas Clifford, Jr.

¹ See O'Melveny & Myers LLP's ("O'Melveny") November 6, 2023 email ("Bitmain does not want its machines to be transported to Jackson County, Missouri and demands that it be able to off rack and pack the machines from the [Facility]."); O'Melveny November 7, 2023 email ("Blockquarry had no right to transport the machines from the [Facility] to Missouri without Bitmain's authorization...Please let us know immediately when the machines will arrive at the Missouri facility and please provide Blockquarry's availability for a business-to-business meeting."); O'Melveny November 7, 2023 email ("Bitmain requests that Blockquarry immediately send videos and photos showing the packaging and condition of the machines. Bitmain also requests that Blockquarry immediately send the specific address of the Jackson County, Missouri facility."); Speer November 9, 2023 email ("I would communicate with you verbally if there was a need; there is no need at this time...you should expect a communication from me at the end of next week or the beginning of the following week (e.g., Monday, November 20). Until that time, please cease the demands, telephone calls, and emails."); O'Melveny November 9, 2023 email (repeating requests for a business-to-business meeting, the estimated arrival time of the Machines, the address of the Missouri facility, and videos and photos of the condition of the Machines); Speer November 17, 2023 email (the Machines "continue[] in transport...I expect to have something substantive to you by end of next week and potentially early the following week (i.e., week beginning Dec. 4."); O'Melveny November 17, 2023 email ("Bitmain reiterates that it does not consent to Blockquarry moving the machines or testing the machines...Bitmain repeats its request that Blockquarry send pictures and videos of the machines to ensure that the machines are being transported safely and repeats its request that you provide the address for the facility...Bitmain repeats its request that you provide Blockquarry's availability for a business meeting...Bitmain's offer to sell shall be deemed cancelled[.]"); Tucker Ellis LLP December 5, 2023 email (requesting the "[c]urrent location of the [Machines] including the name, address, and email address/telephone number of any facility...[and the] status of the machines[.]").

Cc: William Pao
Marc Feinstein
Kate Stutz
Kaitie Farrell